

STEVEN J. BOYAJIAN

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Also admitted in Massachusetts

September 21, 2022

VIA HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

**RE: Docket No. 22-20-NG - 2022 Annual Gas Cost Recovery Filing
Response to Division Data Request – Set 3 (Full Set)**

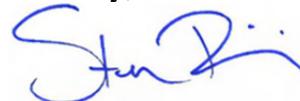
Dear Ms. Massaro:

On behalf of The Narragansett Electric Company d/b/a Rhode Island Energy (“Rhode Island Energy” or the “Company”), I have enclosed the Company’s full set of responses to the Division of Public Utilities and Carriers’ (the “Division”) third set of data requests in the above-referenced docket. This includes the Company’s response to data requests Division 3-11, 3-17 and 3-21 which were the subject of an extension of time to respond afforded by the Division. The following responses have an added sponsor that was inadvertently omitted in the Company’s second batch of responses: 3-6, 3-7, 3-18, 3-20 and 3-22.

Responses to Division Data Requests 3-7 and 3-18 and Attachments Division 3-3 and Division 3-6 contain confidential information and, therefore, the Company has provided redacted public versions of the attachments and unredacted versions subject to a motion for protective treatment filed on September 20, 2022.

Thank you for your attention to this matter. If you have any questions, please contact me at (401) 709-3359.

Sincerely,



Steven J. Boyajian

Enclosure

cc: Docket 22-20-NG Service List

Certificate of Service

I hereby certify that a copy of the cover letter and any materials accompanying this certificate were electronically transmitted to the individuals listed below.

The paper copies of this filing are being hand delivered to the Rhode Island Public Utilities Commission and to the Rhode Island Division of Public Utilities and Carriers.



Heidi J. Seddon

September 21, 2022

Date

**Docket No. 22-20-NG – The Narragansett Electric Co. d/b/a Rhode Island Energy – 2022
Annual Gas Cost Recovery Filing (GCR)
Service List as of 9/20/22**

Name/Address	E-mail	Phone
The Narragansett Electric Company d/b/d Rhode Island Energy Jennifer Brooks Hutchinson, Esq. 280 Melrose Street Providence, RI 02907	jhutchinson@pplweb.com ;	401-784-7288
	cobrien@pplweb.com ;	
	jscanlon@pplweb.com ;	
Steven Boyajian, Esq. Robinson & Cole LLP One Financial Plaza, 14 th Floor Providence, RI 02903	SBoyajian@rc.com ;	401-709-3337
	lpimentel@rc.com ;	
National Grid 40 Sylvan Road Waltham, MA 02541 Samara Jaffe Elizabeth Arangio Megan Borst Ryan Scheib John Protano Theodore Poe Michael Pini	Samara.Jaffe@nationalgrid.com ;	
	Elizabeth.Arangio@nationalgrid.com ;	
	Megan.borst@nationalgrid.com ;	
	Ryan.Scheib@nationalgrid.com ;	
	John.Protano@nationalgrid.com ;	
	Theodore.Poe@nationalgrid.com ;	
	Michael.Pini@nationalgrid.com ;	
Shira.Horowitz@nationalgrid.com ;		

Shira Horowitz		
Division of Public Utilities (DIV) Leo Wold, Esq. Division of Public Utilities 150 South Main St. Providence, RI 02903	Leo.wold@dpuc.ri.gov ;	401-780-2177
	John.bell@dpuc.ri.gov ;	
	Al.mancini@dpuc.ri.gov ;	
	Margaret.L.Hogan@dpuc.ri.gov ;	
	Paul.roberti@dpuc.ri.gov ;	
	Thomas.kogut@dpuc.ri.gov ;	
	Machaela.Seaton@dpuc.ri.gov ;	
	Michelle.Barbosa@dpuc.ri.gov ; egolde@riag.ri.gov ;	
Jerome Mierzwa Exeter Associates, Inc. 10480 Little Patuxent Parkway, Suite 300 Columbia, MD 21044	jmierzwa@exeterassociates.com ;	
RI Attorney General Office Nicholas Vaz, Esq. 150 South Main St. Providence, RI 02903	nvaz@riag.ri.gov ;	
	egolde@riag.ri.gov ;	
File an original & nine (9) copies w/: Luly E. Massaro, Commission Clerk Public Utilities Commission 89 Jefferson Blvd. Warwick, RI 02888	Luly.massaro@puc.ri.gov ;	401-780-2107
	Patricia.lucarelli@puc.ri.gov ;	
	Alan.nault@puc.ri.gov ;	
	Todd.bianco@puc.ri.gov ;	
	Emma.rodvien@puc.ri.gov ;	
James Crowley, Esq. Conservation Law Foundation	jcrowley@clf.org ;	
Office of Energy Resources Christopher Kearns	Christopher.Kearns@energy.ri.gov ;	

Certificate of Service

I hereby certify that a copy of the cover letter and any materials accompanying this certificate were electronically transmitted to the individuals listed below.

The paper copies of this filing are being hand delivered to the Rhode Island Public Utilities Commission and to the Rhode Island Division of Public Utilities and Carriers.



Heidi J. Seddon

September 20, 2022

Date

**Docket No. 22-20-NG – The Narragansett Electric Co. d/b/a Rhode Island Energy – 2022 Annual Gas Cost Recovery Filing (GCR)
Service List as of 9/20/22**

Name/Address	E-mail	Phone
The Narragansett Electric Company d/b/d Rhode Island Energy Jennifer Brooks Hutchinson, Esq. 280 Melrose Street Providence, RI 02907	jhutchinson@pplweb.com ;	401-784-7288
	cobrien@pplweb.com ;	
	jscanlon@pplweb.com ;	
Steven Boyajian, Esq. Robinson & Cole LLP One Financial Plaza, 14 th Floor Providence, RI 02903	SBoyajian@rc.com ;	401-709-3337
	lpimentel@rc.com ;	
National Grid 40 Sylvan Road Waltham, MA 02541 Samara Jaffe Elizabeth Arangio Megan Borst Ryan Scheib John Protano Theodore Poe Michael Pini Shira Horowitz	Samara.Jaffe@nationalgrid.com ;	
	Elizabeth.Arangio@nationalgrid.com ;	
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	John.Protano@nationalgrid.com ;	
	Theodore.Poe@nationalgrid.com ;	
	Michael.Pini@nationalgrid.com ;	
Shira.Horowitz@nationalgrid.com ;		
Division of Public Utilities (DIV) Leo Wold, Esq. Division of Public Utilities 150 South Main St. Providence, RI 02903	Leo.wold@dpuc.ri.gov ;	401-780-2177
	John.bell@dpuc.ri.gov ;	
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	Paul.roberti@dpuc.ri.gov ;	
Thomas.kogut@dpuc.ri.gov ;		

	Machaela.Seaton@dpuc.ri.gov ;	
	Michelle.Barbosa@dpuc.ri.gov ;	
	egolde@riag.ri.gov ;	
Jerome Mierzwa Exeter Associates, Inc. 10480 Little Patuxent Parkway, Suite 300 Columbia, MD 21044	jmierzwa@exeterassociates.com ;	
RI Attorney General Office Nicholas Vaz, Esq. 150 South Main St. Providence, RI 02903	nvaz@riag.ri.gov ;	
	egolde@riag.ri.gov ;	
File an original & nine (9) copies w/: Luly E. Massaro, Commission Clerk Public Utilities Commission 89 Jefferson Blvd. Warwick, RI 02888	Luly.massaro@puc.ri.gov ;	401-780-2107
	Patricia.lucarelli@puc.ri.gov ;	
	Alan.nault@puc.ri.gov ;	
	Todd.bianco@puc.ri.gov ;	
	Emma.rodvien@puc.ri.gov ;	
James Crowley, Esq. Conservation Law Foundation	jcrowley@clf.org ;	
Office of Energy Resources Christopher Kearns	Christopher.Kearns@energy.ri.gov ;	

STATE OF RHODE ISLAND

RHODE ISLAND PUBLIC UTILITIES COMMISSION

_____)	
)	
Annual Gas Cost Recovery Filing)	Docket No. 22-20-NG
2022)	
)	
_____)	

MOTION OF THE NARRAGANSETT ELECTRIC COMPANY D/B/A RHODE ISLAND ENERGY FOR PROTECTIVE TREATMENT OF CONFIDENTIAL INFORMATION

Rhode Island Energy¹ respectfully requests that the Rhode Island Public Utilities Commission (PUC) grant protection from public disclosure certain confidential, competitively sensitive, and proprietary information submitted in this proceeding, as permitted by 810-RICR-00-00-1.3(H) (Rule 1.3(H)) of the PUC’s Rules of Practice and Procedure and R.I. Gen. Laws § 38-2-2(4)(B). The Company also respectfully requests that, pending entry of that finding, the PUC preliminarily grant the Company’s request for confidential treatment pursuant to Rule 1.3(H)(2).

I. BACKGROUND

On September 6, 2022 the Rhode Island Division of Public Utilities and Carriers (“Division”) issued its third set of data requests² in this docket (the “Data Requests”). Certain of the Company’s responses to the Data Requests, and attachments to those responses, contain commercially sensitive and confidential contract terms, Asset Management Agreement fees and

¹ The Narragansett Electric Company d/b/a Rhode Island Energy (“Rhode Island Energy” or the “Company”).

² The Division’s third set of data requests was mistakenly designated as the Division’s second set of data requests when issued. The Division subsequently reissued this set of data requests on September 12 as the Rhode Island Division of Public Utilities and Carriers’ Data Requests (Third Set) to The Narragansett Electric Company d/b/a Rhode Island Energy.

gas cost pricing information. Specifically, the following responses to the Data Requests, or accompanying attachments, contain confidential information: Division 3-18, Division 3-7, Attachment Division 3-6 and Attachment Division 3-3 (collectively the “Confidential Responses”)

In accordance with Rule 1.3(H)(3), Rhode Island Energy has provided a redacted public version of the Confidential Responses and unredacted, confidential versions.

Therefore, the Company requests that, pursuant to Rule 1.3(H), the PUC afford confidential treatment to the gas cost pricing information and contract terms contained in the Confidential Responses.

II. LEGAL STANDARD

Rule 1.3(H) provides that access to public records shall be granted in accordance with the Access to Public Records Act (APRA), R.I. Gen. Laws § 38-2-1, *et seq.* Under the APRA, all documents and materials submitted in connection with the transaction of official business by an agency is deemed to be a “public record,” unless the information contained in such documents and materials falls within one of the exceptions specifically identified in R.I. Gen. Laws § 38-2-2(4). To the extent that information provided to the PUC falls within one of the designated exceptions to the public records law, the PUC has the authority under the terms of APRA to deem such information as confidential and to protect that information from public disclosure.

In that regard, R.I. Gen. Laws § 38-2-2(4)(B) provides that the following types of records shall not be deemed public:

Trade secrets and commercial or financial information obtained from a person, firm, or corporation which is of a privileged or confidential nature.

The Rhode Island Supreme Court has held that this confidential information exemption applies where the disclosure of information would be likely either (1) to impair the government’s ability

to obtain necessary information in the future; or (2) to cause substantial harm to the competitive position of the person from whom the information was obtained. *Providence Journal*, 774 A.2d 40 (R.I. 2001).

The first prong of the test is satisfied when information is provided to the governmental agency and that information is of a kind that would customarily not be released to the public by the person from whom it was obtained. *Providence Journal*, 774 A.2d at 47.

III. BASIS FOR CONFIDENTIALITY

The gas cost pricing information and confidential contract terms– which are provided in the Confidential Responses– are confidential and privileged information of the type that Rhode Island Energy would not ordinarily make public. As such, the information should be protected from public disclosure. Public disclosure of such information could impair Rhode Island Energy’s ability to obtain advantageous commodity pricing or other advantageous contract terms in the future, thereby causing substantial competitive harm to the detriment of the Company and its customers. Accordingly, Rhode Island Energy is providing the information on a voluntary basis to assist the PUC with its decision-making in this proceeding, but respectfully requests that the PUC provide confidential treatment to the information.

IV. CONCLUSION

For the foregoing reasons, Rhode Island Energy respectfully requests that the PUC grant its Motion for Protective Treatment of Confidential Information.

[SIGNATURES ON NEXT PAGE]

Respectfully submitted,

**THE NARRAGANSETT ELECTRIC
COMPANY d/b/a RHODE ISLAND ENERGY**

By its attorneys,



Steven J. Boyajian (#7263)
Robinson & Cole LLP
One Financial Plaza, 14th Floor
Providence, RI 02903
Tel. (401) 709-3300
Fax. (401) 709-3399
sboyajian@rc.com

-and-



Jennifer Brooks Hutchinson, Esq. (#6176)
The Narragansett Electric Company
280 Melrose Street
Providence, RI 02907
Tel: (401) 784-7288
JHutchinson@pplweb.com

Dated: September 20, 2022

Division 3-1

Request:

Reference the Gas Supply Panel Testimony, the table on page 11. Please confirm that the design day transportation forecast excludes capacity-exempt customers and the capacity requirements of FT-1 capacity assigned customers which is not met with FT capacity assigned by the Company. Also identify the design day demand of capacity-exempt transportation customers and the design day demand of FT-1 capacity assigned customers which is not met with FT capacity assigned by the Company.

Response:

In the Gas Supply Panel Testimony, on Bates page 11 for 2022/23, the Company lists its Design Day Sales as 320,655 Dth and Design Day Transportation as 72,997 Dth. The Company's total Design Day Sales plus Transportation is 393,652 Dth.

The Company confirms that the design day transportation forecast excludes: (1) capacity-exempt customers and (2) the capacity requirements of FT-1 capacity assigned customers which is not met with FT capacity assigned by the Company.

From the Company's response to Division 3-23:

- the design day demand of capacity-exempt transportation customers is 28,208 Dth; and,
- the design day demand of FT-1 capacity assigned customers which is not met with FT capacity assigned by the Company is 7,917 Dth.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-20-NG
In Re: 2022 Annual Gas Cost Recovery Filing
Responses to the Division's Third Set of Data Requests
Issued on September 6, 2022

Division 3-2

Request:

Reference the Gas Supply Panel Testimony, page 12, lines 6–9. Please identify the MDQ of the capacity the Company will maintain to meet peak hour requirements. Provide supporting calculations.

Response:

Please reference the table below which outlines the MDQ of each supply maintained to meet peak hour requirements.

Item	MDQ
Portable LNG	N/A
Dracut f/k/a Everett	25,000 Dth
Citygate delivered arrangement on Algonquin	14,100 Dth
LNG Trucking	26,600 Dth
Algonquin, receipt point Beverly, MA	5,000 Dth

Division 3-3

Request:

Reference the Gas Supply Panel Testimony, page 15, lines 4-10.

- a. Please identify the costs associated with items 1–5 by component. Include supporting calculations;
- b. Please identify the MDQ for items 1, 3, 4 and 5;
- c. Please provide a copy of the contracts for items 1 and 4, and the transaction confirmation/Exhibit A for item 3. If already provided, please identify the source document and the name of the counter-party for items 1 and 4;
- d. Please provide a detailed explanation as to how the Company determined that these five resources would be used to meet design hour demands; and
- e. Please explain whether item 1 is reflected in Exhibit 16, page 1, of the Gas Long-Range Resource and Requirements Plan filed in Docket No. 22-06-NG.

Response:

- a. The costs associated with items 1-5 by component are included in Attachment GSP-1 in the Company's direct testimony.
- b. The MDQ for items 1, 3, 4, and 5, are as follows:

Item	MDQ
(1) Portable LNG	N/A
(3) Citygate delivered arrangement on Algonquin	14,100 Dth
(4) LNG Trucking	26,600 Dth
(5) Algonquin, receipt point Beverly, MA	5,000 Dth

- c. The Company has previously provided agreements for portable LNG services at both Old Mill Lane and Cumberland with Stabilis Energy (Item 1) as well as the citygate delivered arrangement on Algonquin with Constellation LNG, LLC (Item 3). Please see Attachment Division 3-3 for copies of these agreements. These agreements contain confidential pricing information; therefore, the Company is providing confidential and redacted versions of the agreements, subject to a Motion for Protective Treatment. The Company currently has an outstanding request for proposals for LNG trucking for winter 22/23 and expect to award this solicitation and enter into a firm trucking contract as a result for this period.
- d. The Company assigned Portable LNG supplies and associated trucking costs, a portion of the Company's transportation contract on Tennessee for 25,000 Dth having receipts within the pipeline's Zone 6 market area (Dracut f/k/a Everett), citygate delivered supply

Division 3-3, Page 2

arrangement on Algonquin, and the Company's transportation contract on Algonquin with a receipt point of Beverly, MA to peak hour as they are the most recent additions to the gas supply portfolio and the need for these resources was driven by the Company's peak hour needs.

- e. Item 1, Portable LNG, is reflected in Exhibit 16, page 1, of Docket No. 22-06-NG on the lines titled "LNG for Portables and Refill".

REDACTED

Contract ID # 4864

T00008422

Equipment Rental and Support Services Agreement

This Equipment Rental and Support Services Agreement (this "Agreement") is entered into this 12th day of September, 2018 (the "Effective Date") by and between Prometheus Energy Group Inc., a Delaware corporation ("Prometheus"), and The Narragansett Electric Company d/b/a National Grid ("Customer"). Prometheus and Customer are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties".

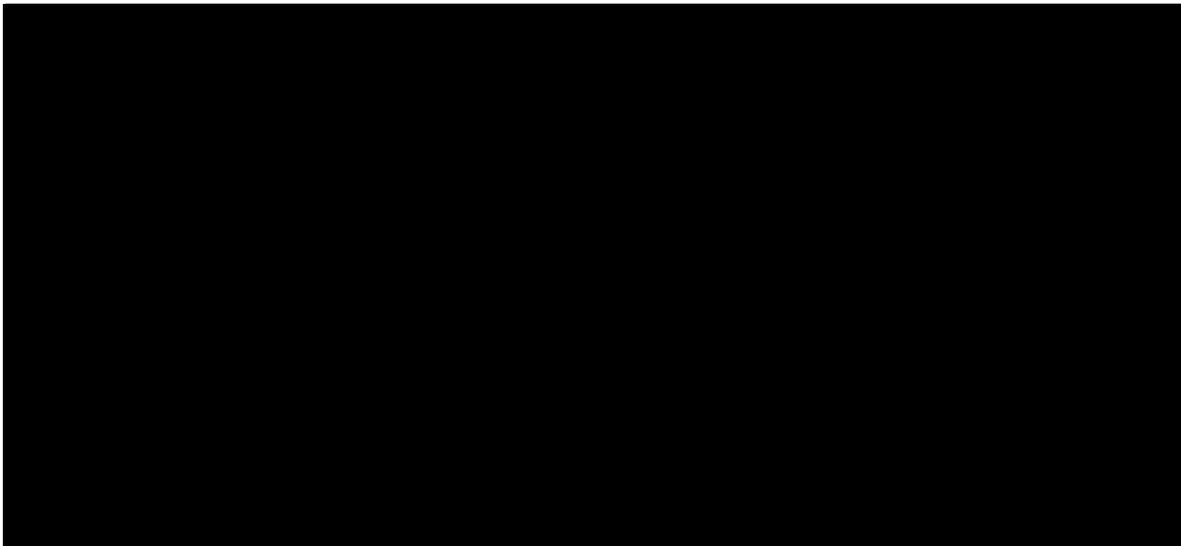
Recitals

A. Prometheus is engaged in the business of providing natural gas storage and fueling solutions which include the rental of LNG equipment and operational support services.

B. Customer issued a Request for Proposals on June 27, 2018 seeking proposals for LNG injection storage services at its facility located at 1595 Mendon Rd. in Cumberland, RI, (RFP) that would enable Customer to achieve a maximum hourly volume of 750,000 scfh gas injection service over a duration of six (6) hours for winter peak demand – defined as the period from 6:00 am to 12:00 pm unless otherwise specified by Customer's Gas System Operator at a delivery pressure of 150 psig.

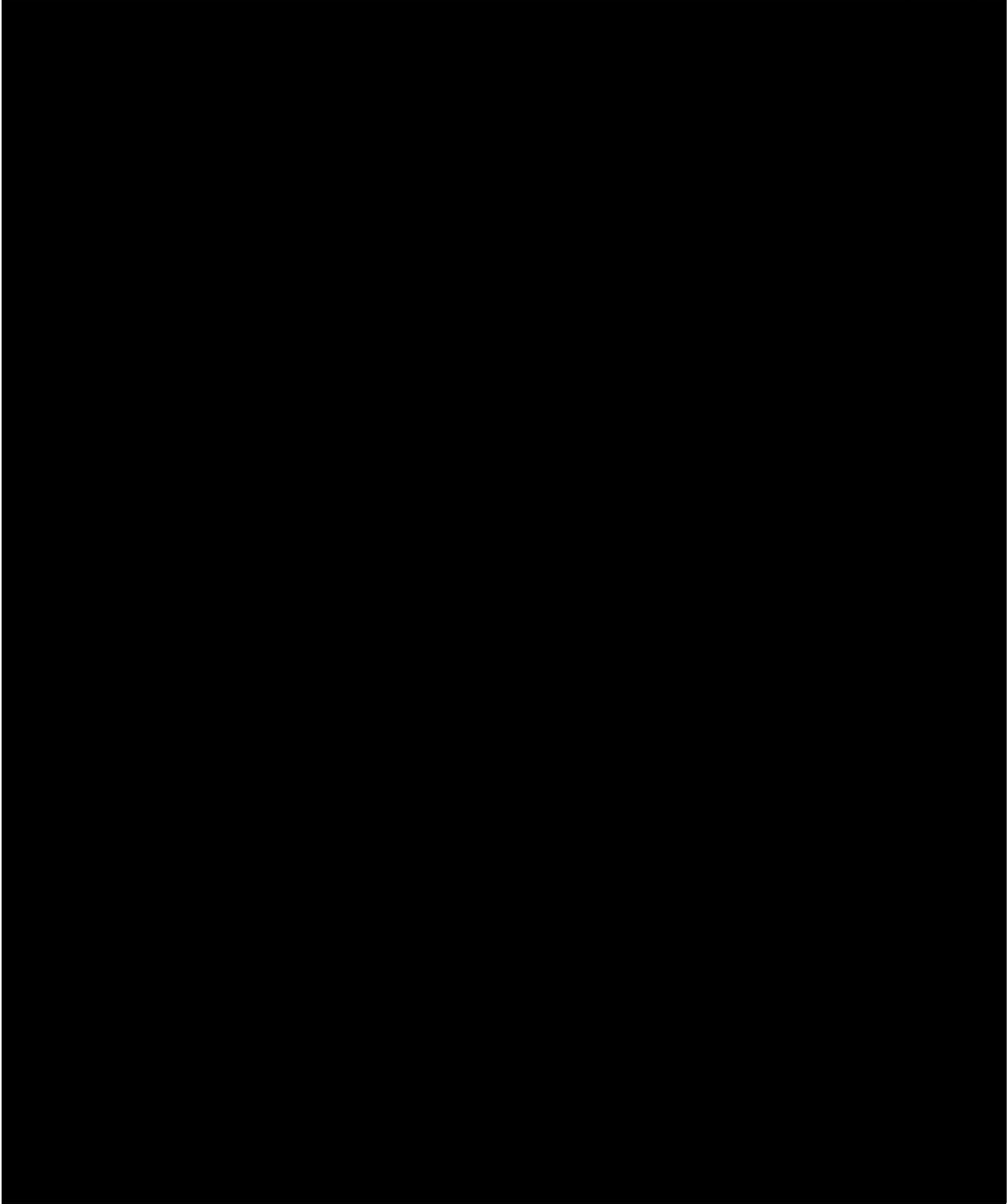
C. Prometheus and Customer desire to enter into this Agreement to set forth the terms and conditions whereby Prometheus will provide natural gas storage and fueling solutions to Customer pursuant to the RFP, the exhibits incorporated thereto and subject to the provisions set forth in this Agreement.

Agreement



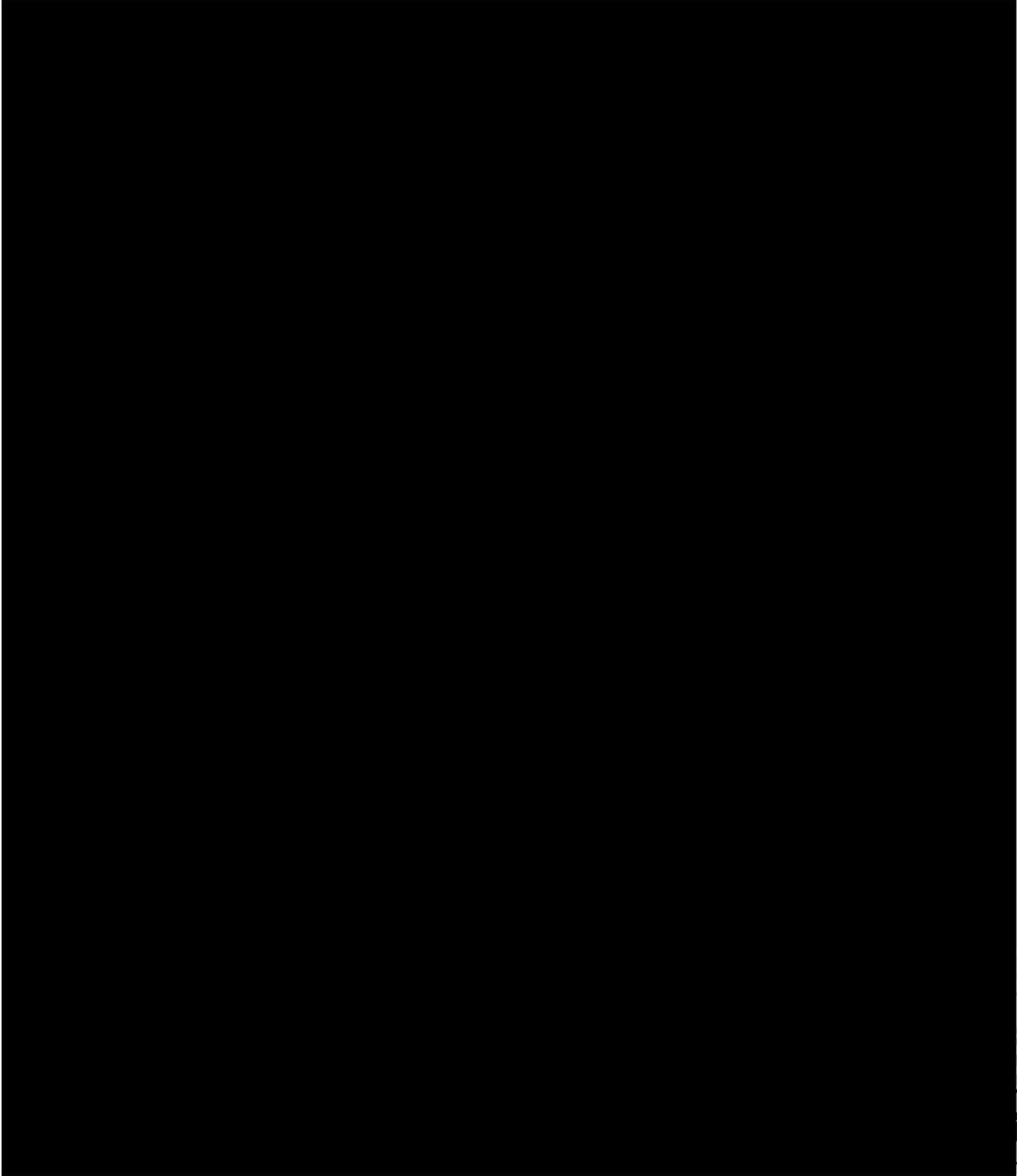
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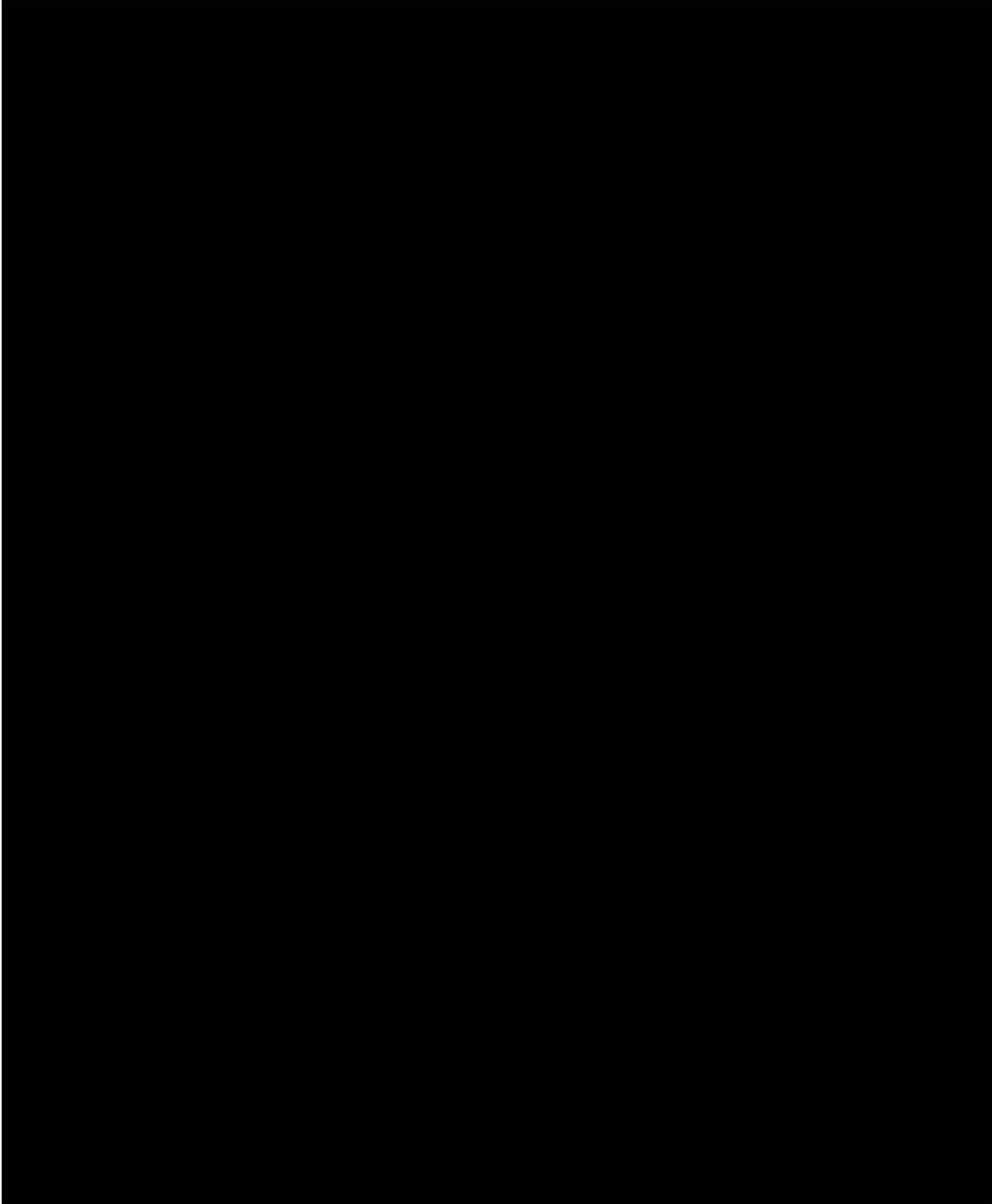


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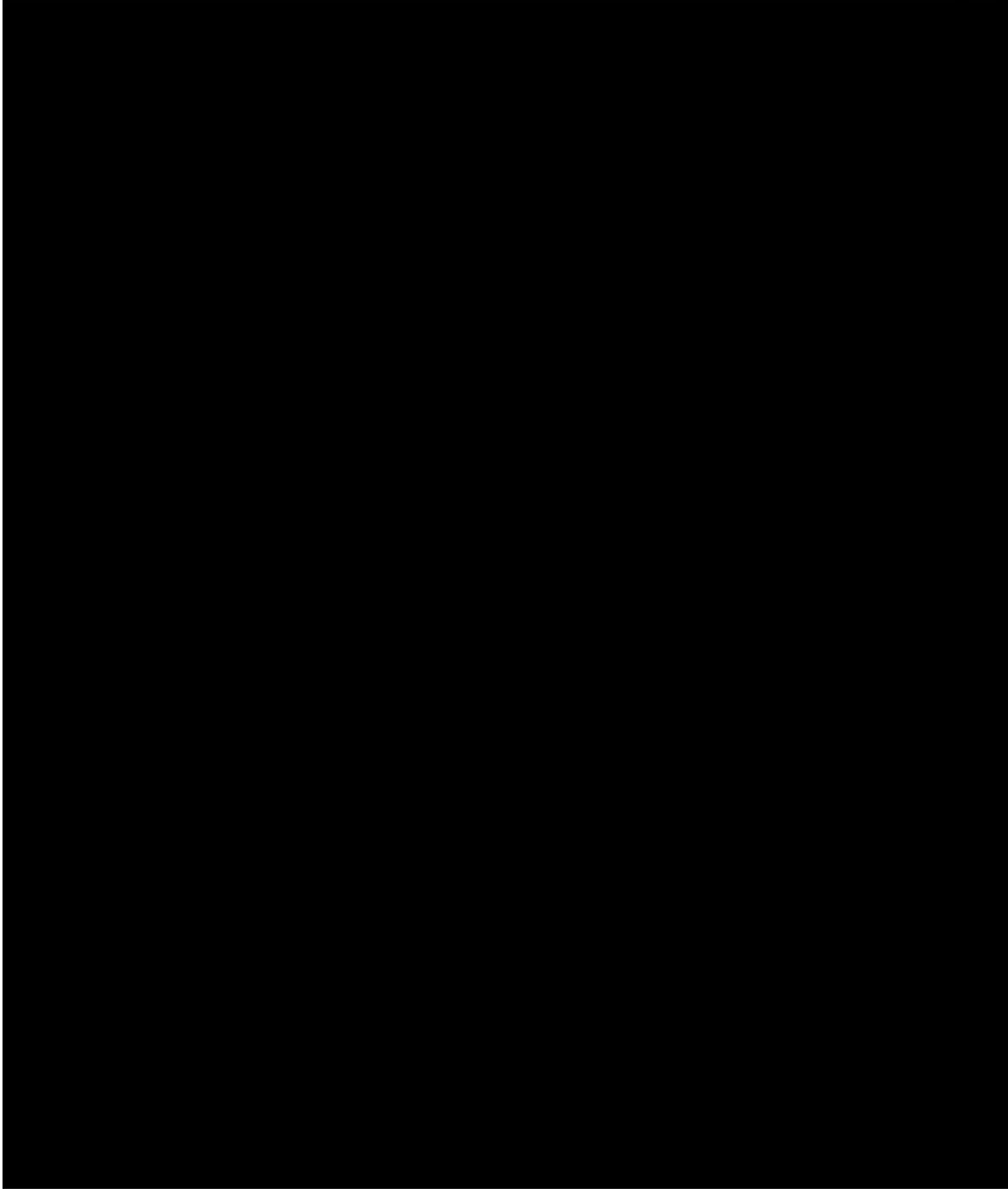
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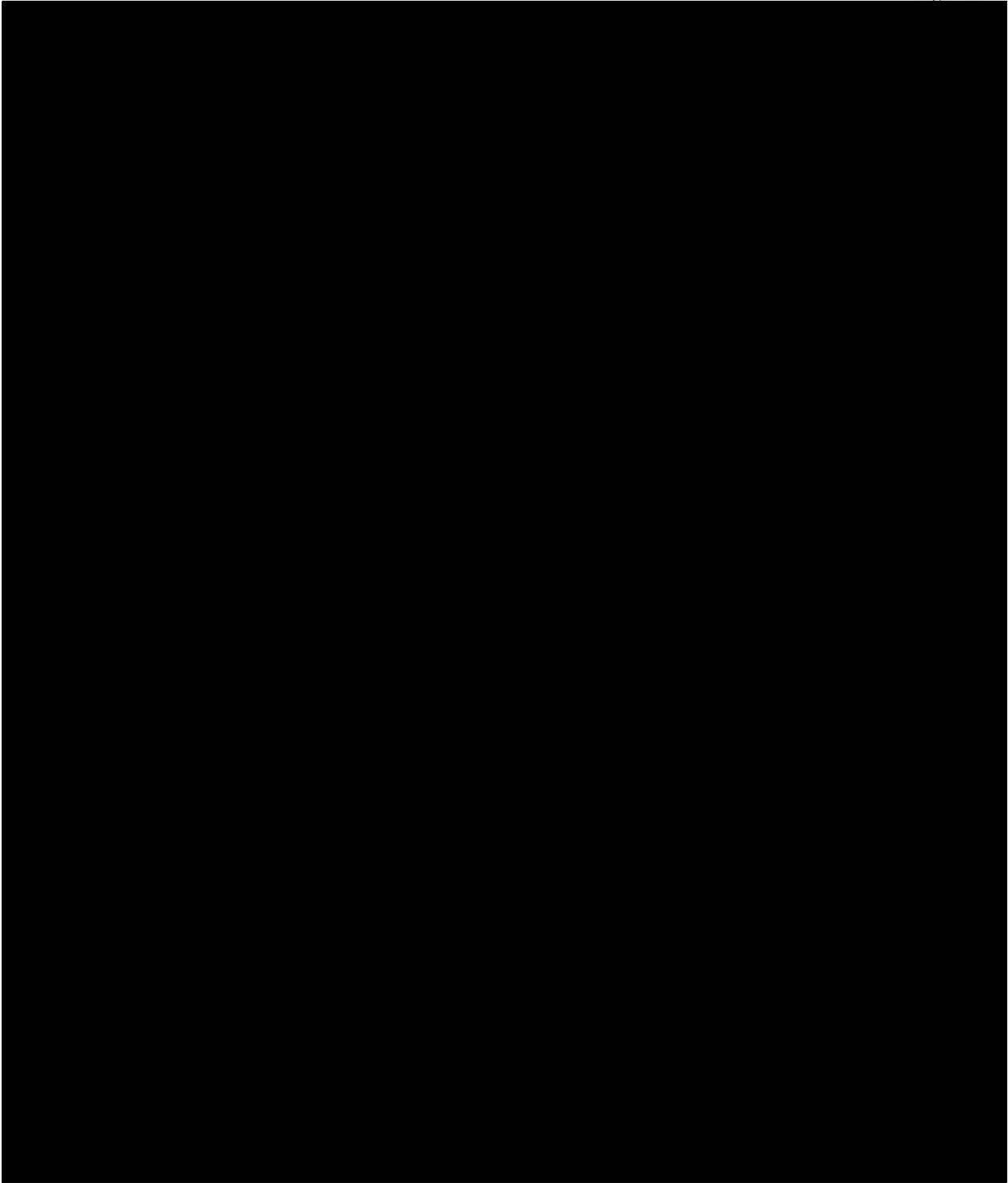
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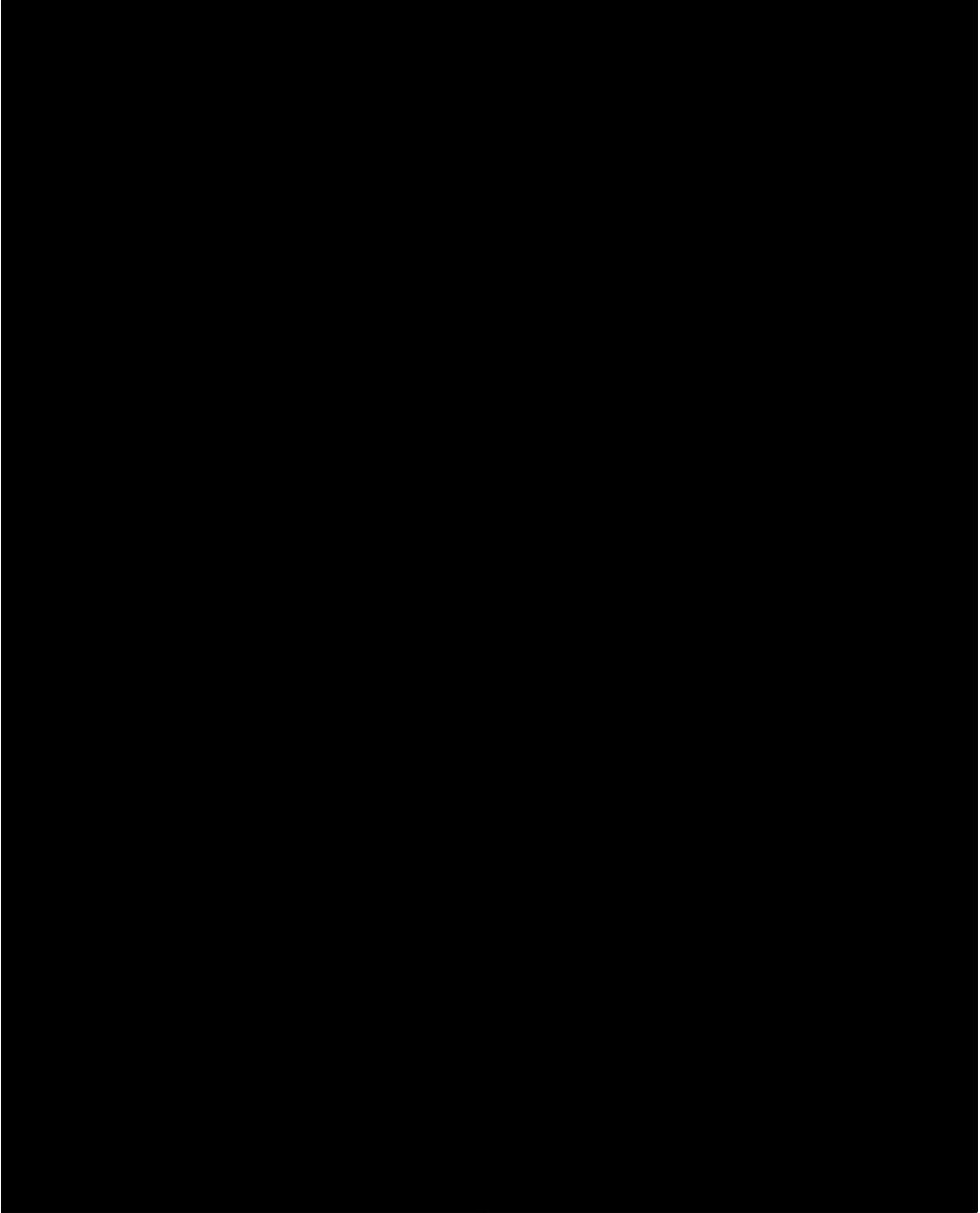
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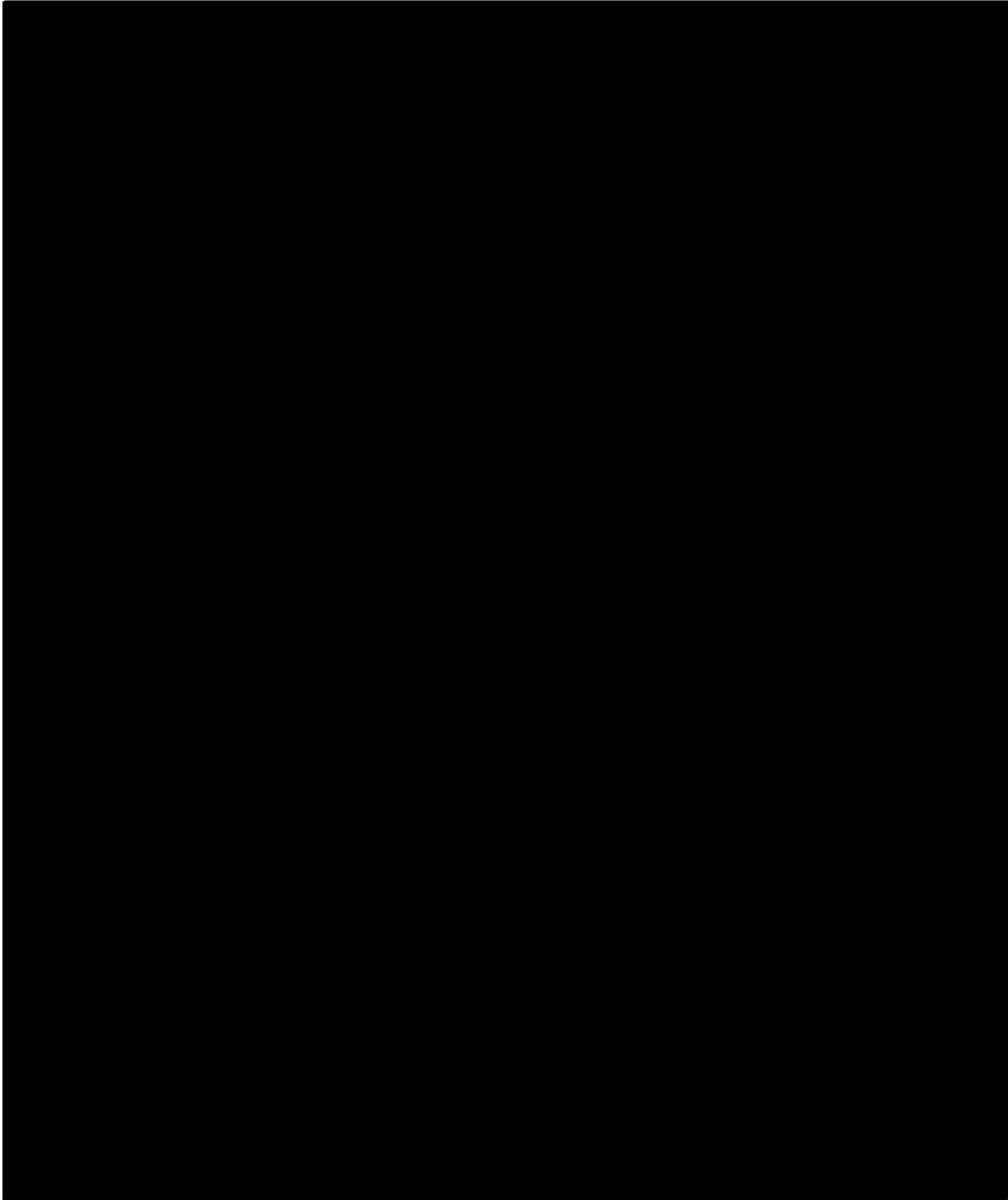


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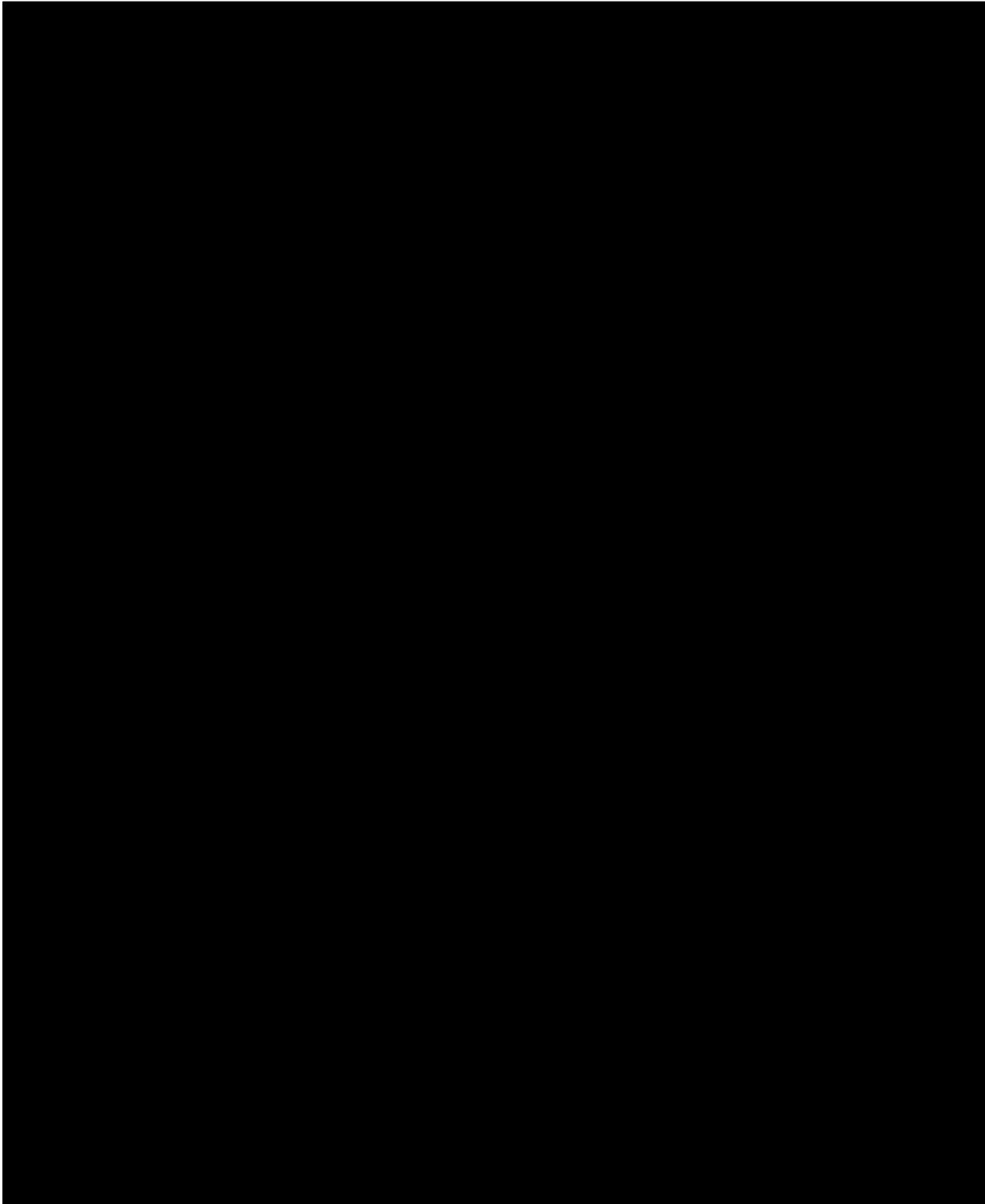


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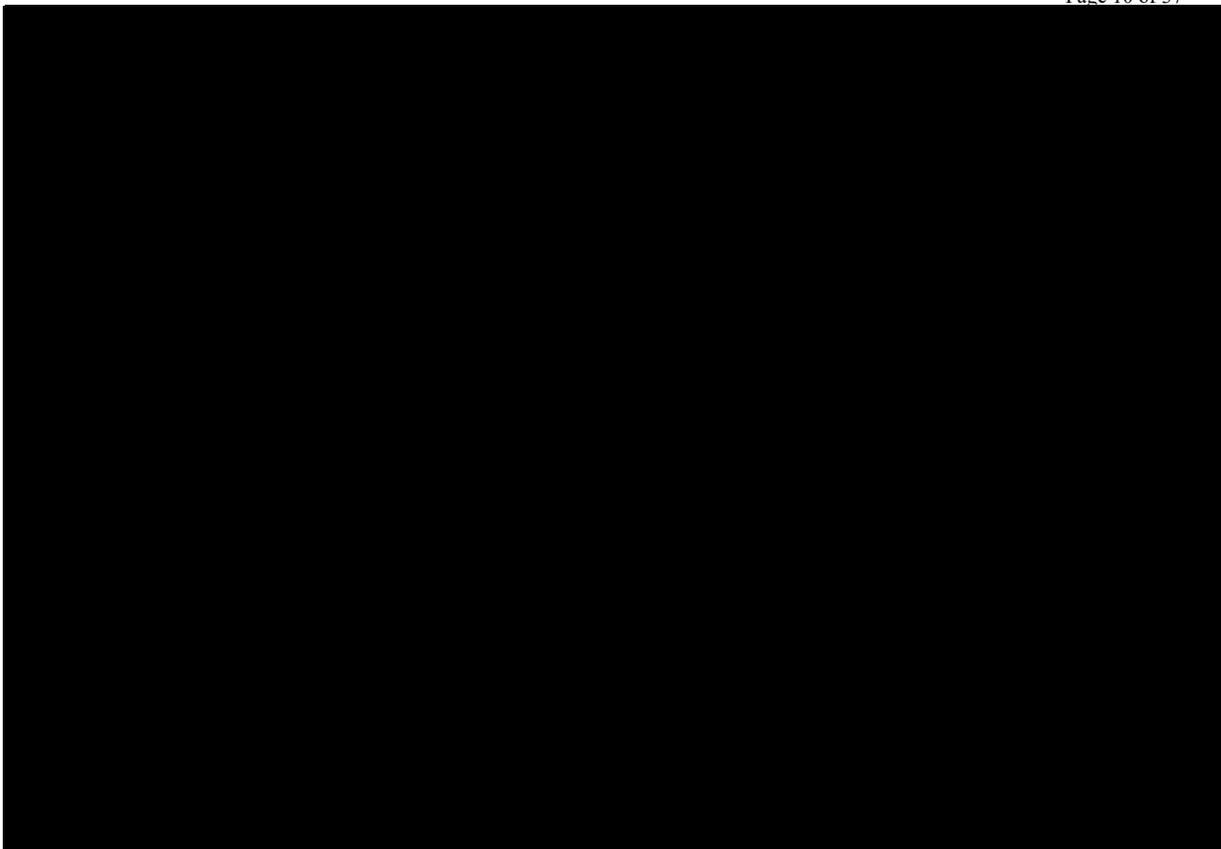
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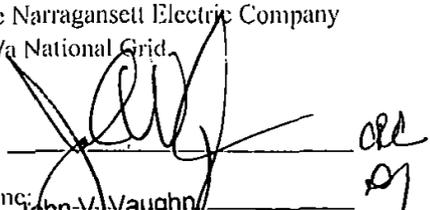


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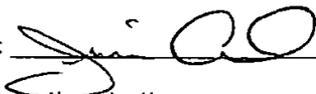


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth above.

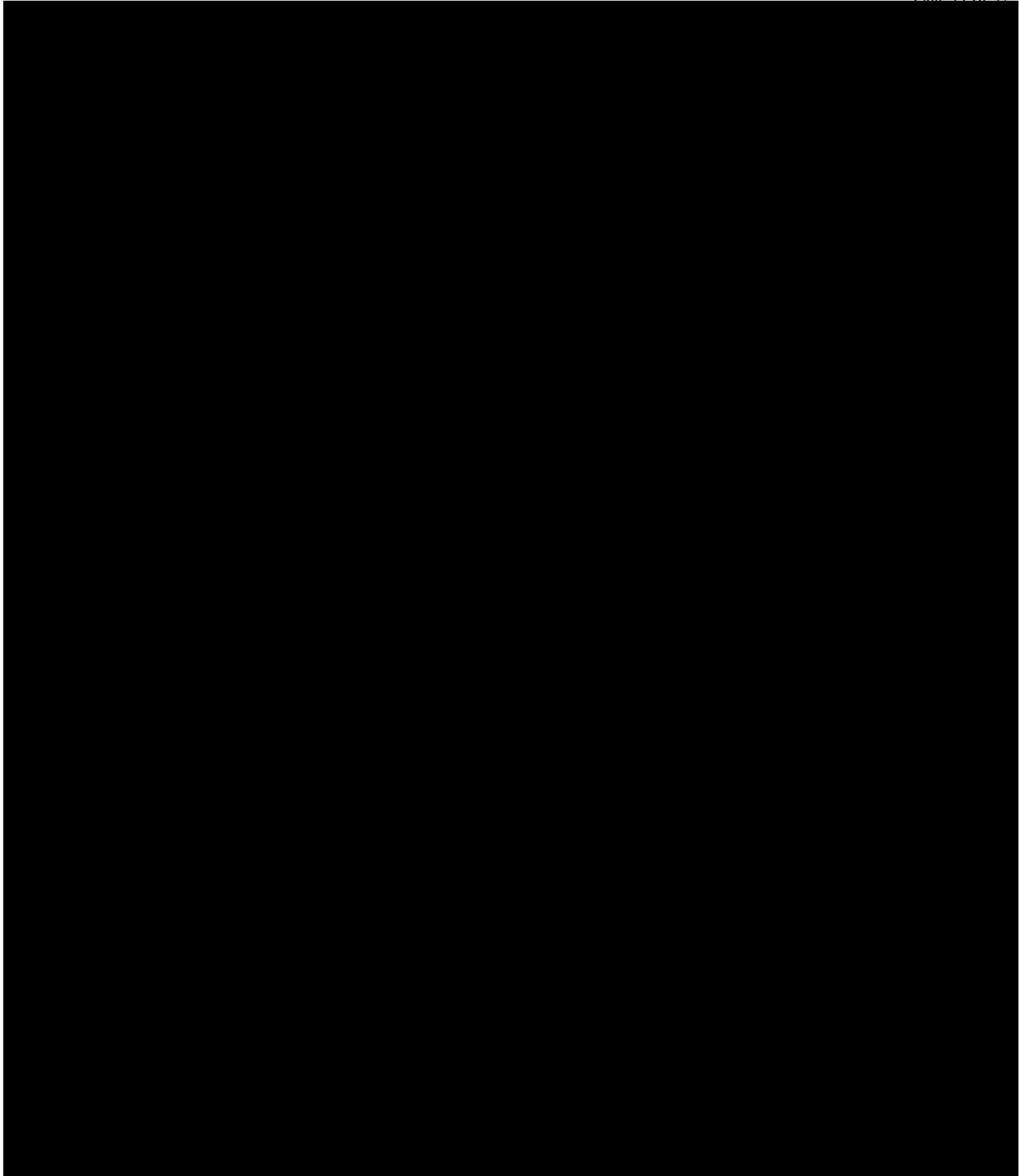
The Narragansett Electric Company
d/b/a National Grid

By: 
Name: John V. Vaughn
Title: Authorized Signatory

Prometheus Energy Group, Inc.

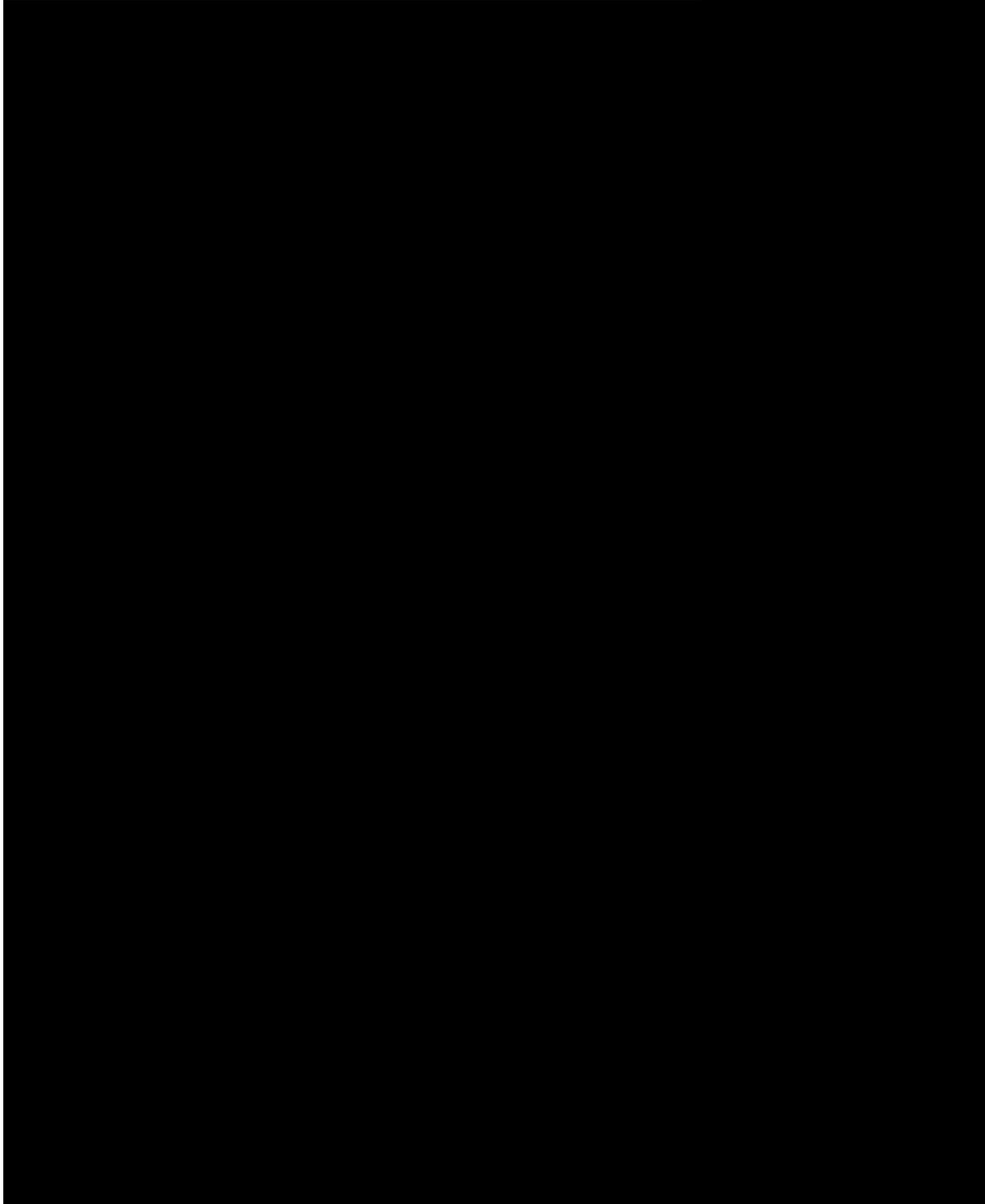
By: 
Name: Jim Aivalis
Title: CEO & President

REDACTED



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REDACTED



①

REDACTED

**FIRST AMENDMENT TO
EQUIPMENT RENTAL AND SUPPORT SERVICES AGREEMENT**

This First Amendment ("Amendment"), dated as of April 10, 2020 (the "Effective Date"), is made to that certain Equipment Rental and Support Services Agreement entered into by and between Prometheus Energy Group Inc. ("Prometheus") and The Narragansett Electric Company d/b/a National Grid ("Customer"), dated September 12, 2018 ("Agreement"). Capitalized terms used herein but not defined, shall have the meanings as set forth in the Agreement.

WHEREAS, Customer desires to extend the Term of the Agreement as provided in this Amendment;

WHEREAS, Prometheus and Customer now wish to amend the Agreement as set forth herein.

NOW, THEREFORE in consideration of the mutual covenants and agreements contained herein, the Parties agree to amend the Agreement as follows:

1. Effective as of the Effective Date,

- a. Section 3(a) of the Agreement shall be amended and restated as follows:

The term of this Agreement starts on December 1, 2018 and shall continue until March 31, 2022 ("Term").

- b. Section 3(b) of the Agreement shall be amended and restated as follows:

On or before April 30, 2022, Customer shall have the one time right to renew this Agreement for the period commencing December 1, 2022 through and including March 31, 2023 ("Extended Term"). During such Extended Term, all terms and conditions of the Agreement, with the exception of Mobilization and Demobilization charges as specified in Exhibit B shall apply.

- c. Except as amended hereby, all other terms and conditions of the Agreement shall remain the same and in full force and effect.

- d. This Amendment may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

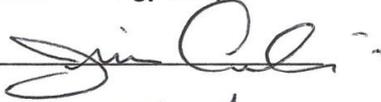
- e. Any and all references to the Agreement shall hereafter refer to the Agreement as amended by this Amendment and as the same may be amended, supplemented or modified from time to time.

②

REDACTED

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date hereinabove written.

Prometheus Energy Group Inc.

By: 

Printed Name: Tim Anellis

Title: COO

Date: 4/12/2020

The Narragansett Electric Company d/b/a National Grid

By:  _____

Printed Name: John V. Vaughn

Title: Authorized Signatory

Date: April 10, 2020



Contract ID # 5029

REDACTED

1000009038

Equipment Rental and Support Services Agreement

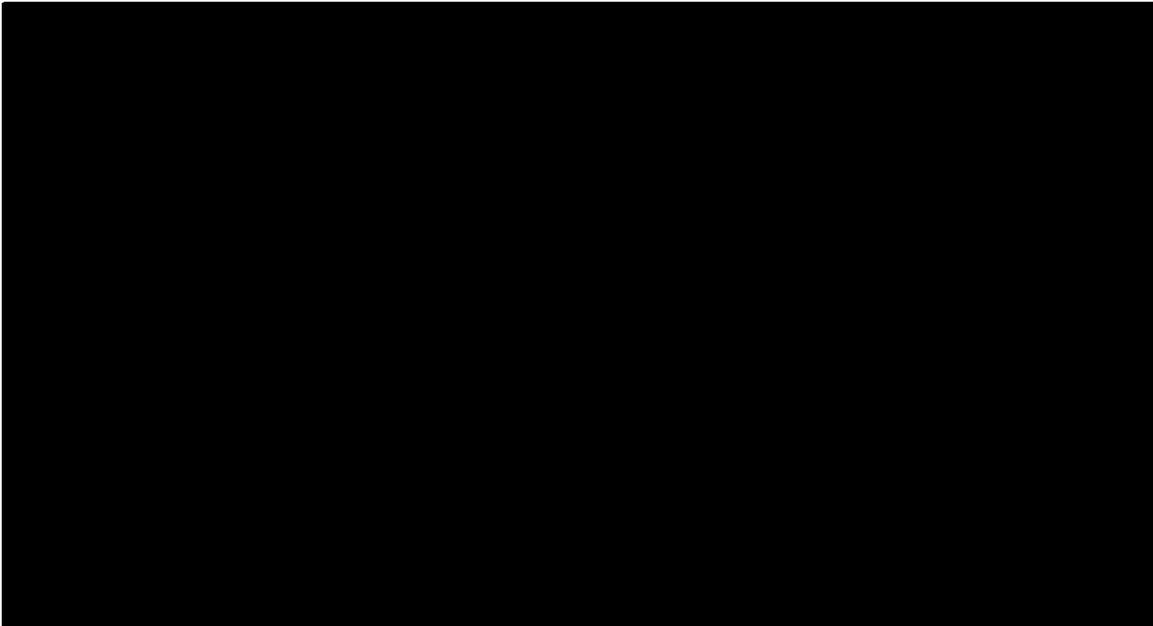
This Equipment Rental and Support Services Agreement (this "Agreement") is entered into this 14th day of August 2019 (the "Effective Date") by and between Prometheus Energy Group Inc., a Delaware corporation ("Prometheus") and its affiliates, and The Narragansett Electric Company d/b/a National Grid ("Customer"). Prometheus and Customer are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties".

Recitals

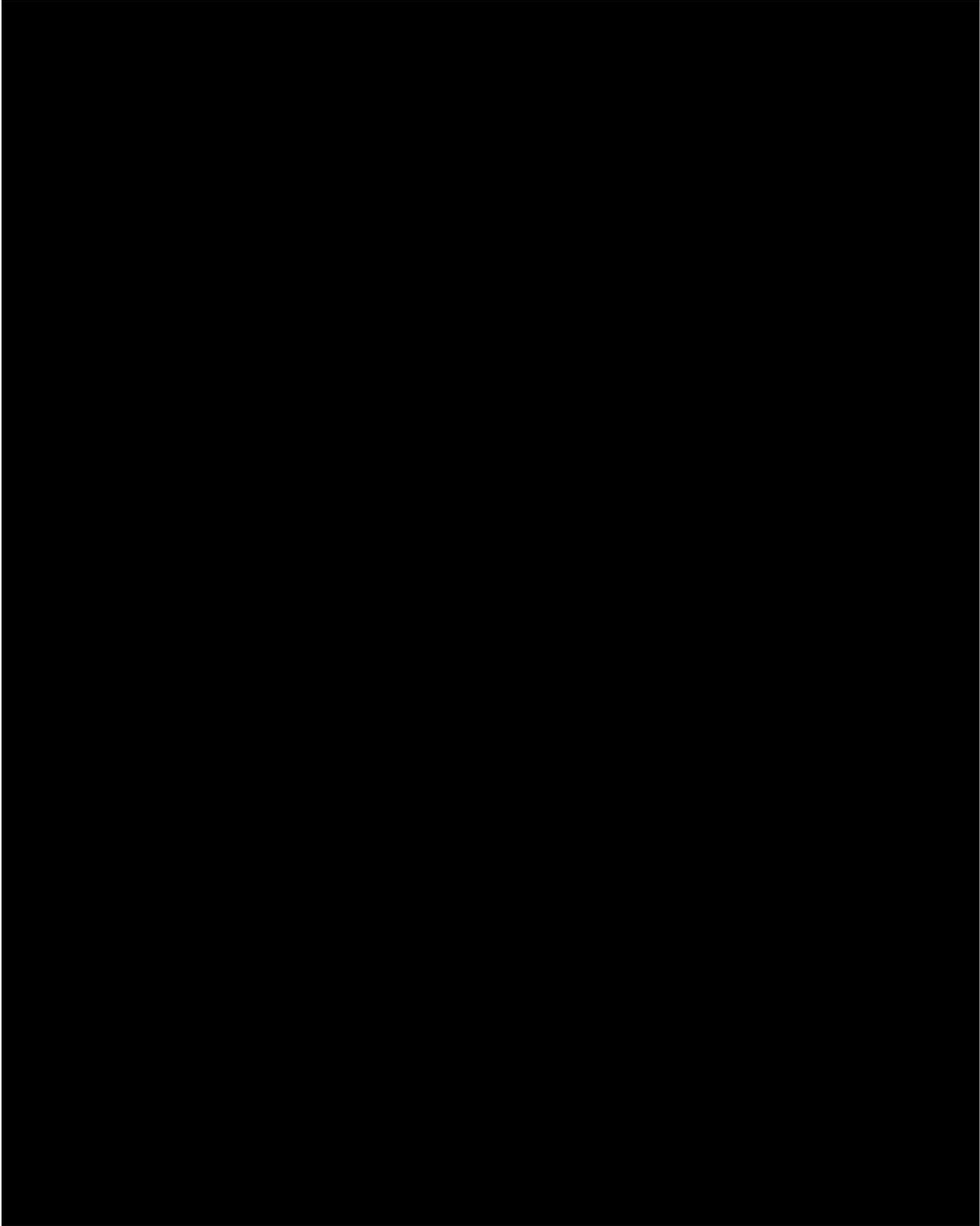
A. Prometheus is engaged in the business of providing natural gas storage and fueling solutions which include the rental of LNG equipment and operational support services.

B. Customer issued a Request for Proposals on May 17, 2019 seeking proposals for non-pipeline solutions on behalf of its customers in Rhode Island at locations including Customer's facility located at 135 Old Mill Lane in Portsmouth, RI, ("RFP") that would enable Customer to achieve its peak hour requirements during the months of December through March via gas injection services into Customer's 99 psig system.

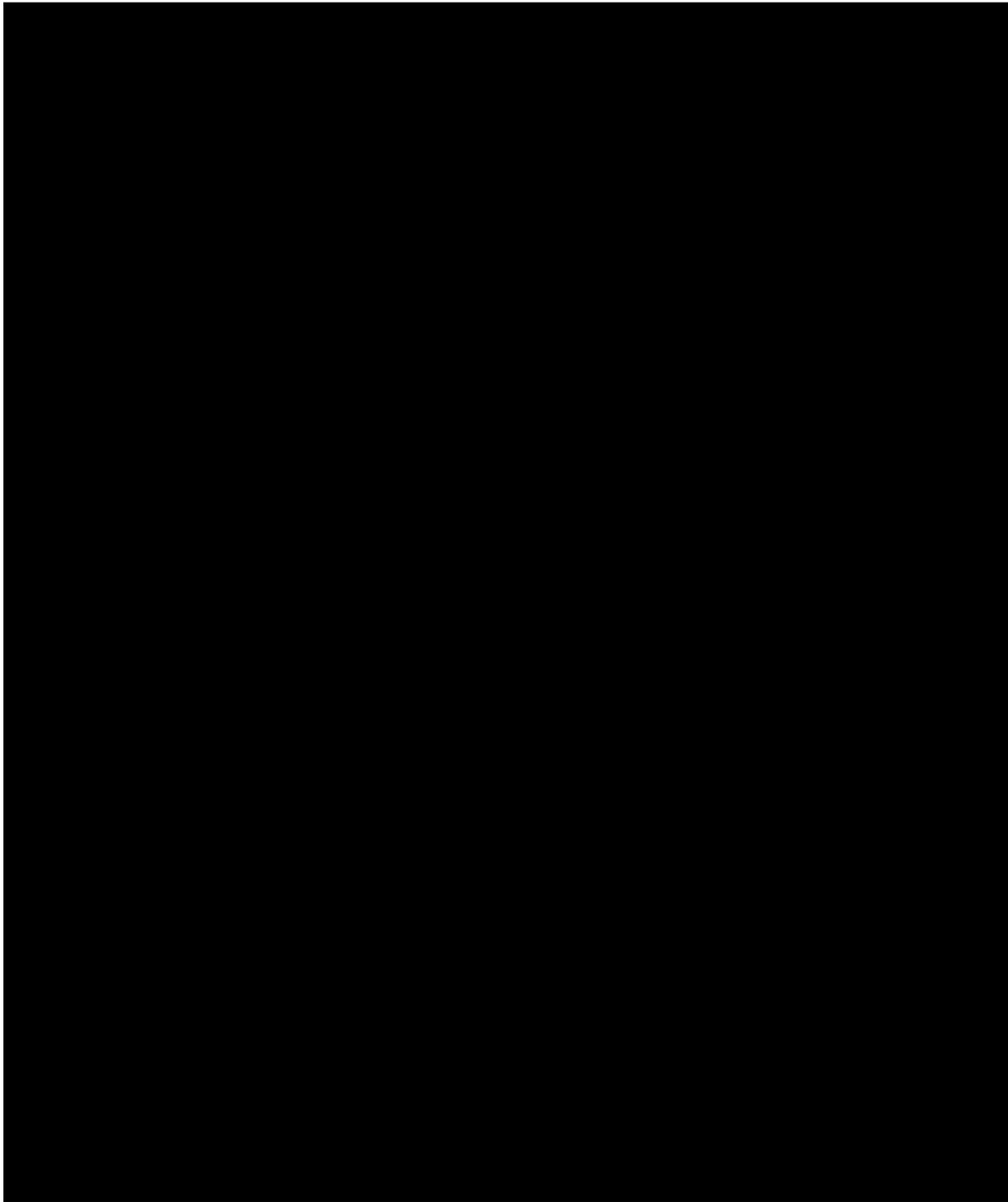
C. Pursuant to the RFP, the exhibits incorporated thereto and subject to the provisions set forth in this Agreement, Prometheus and Customer desire to enter into this Agreement to set forth the terms and conditions whereby Prometheus will provide Customer with the equipment necessary to vaporize up to 650,000 scfh per hour and store up to 70,000 gallons of liquified natural gas ("LNG") and a gas-fired backup power generator, in addition to such equipment and services as may be necessary in order to satisfy Customer's requirements.



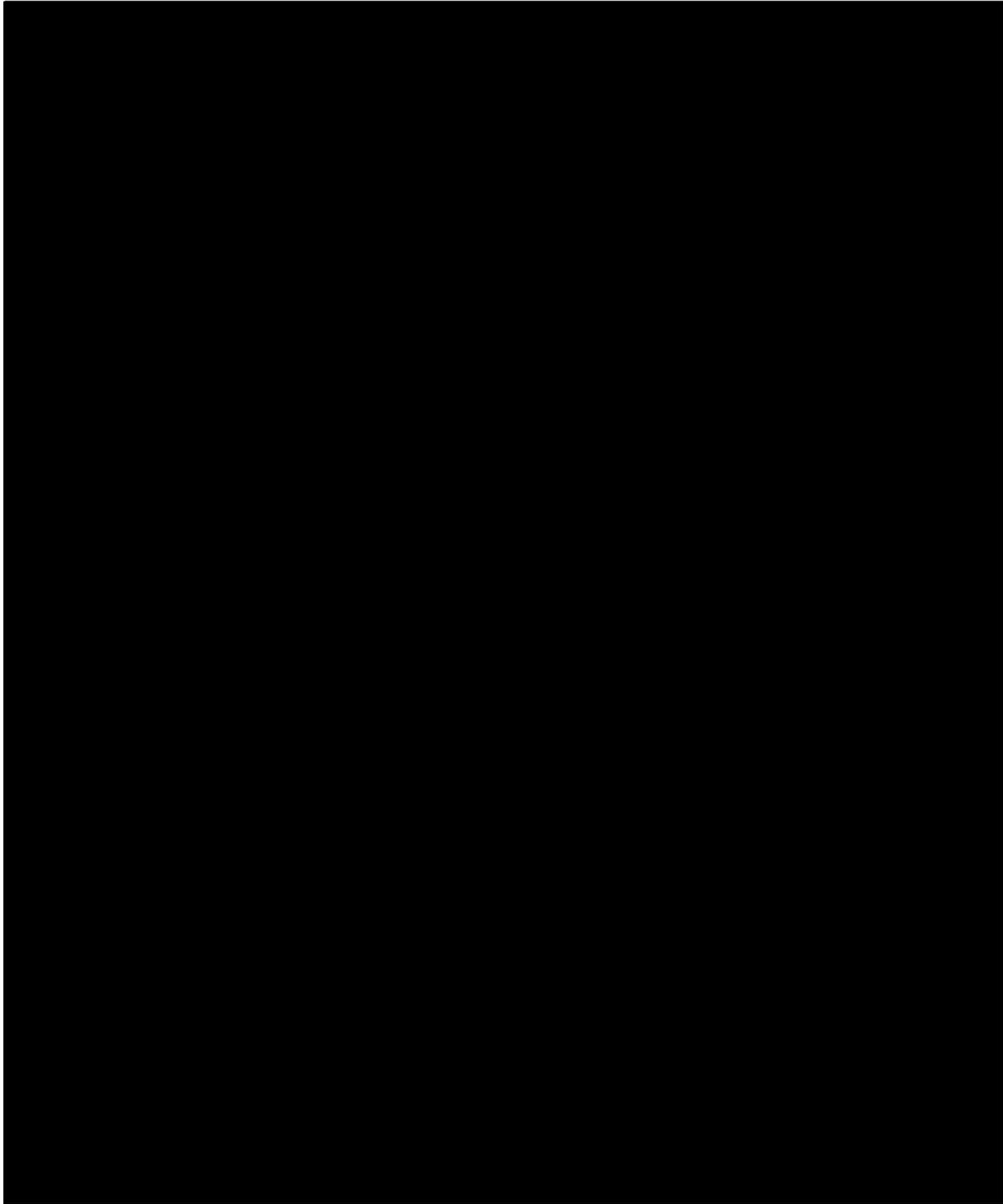
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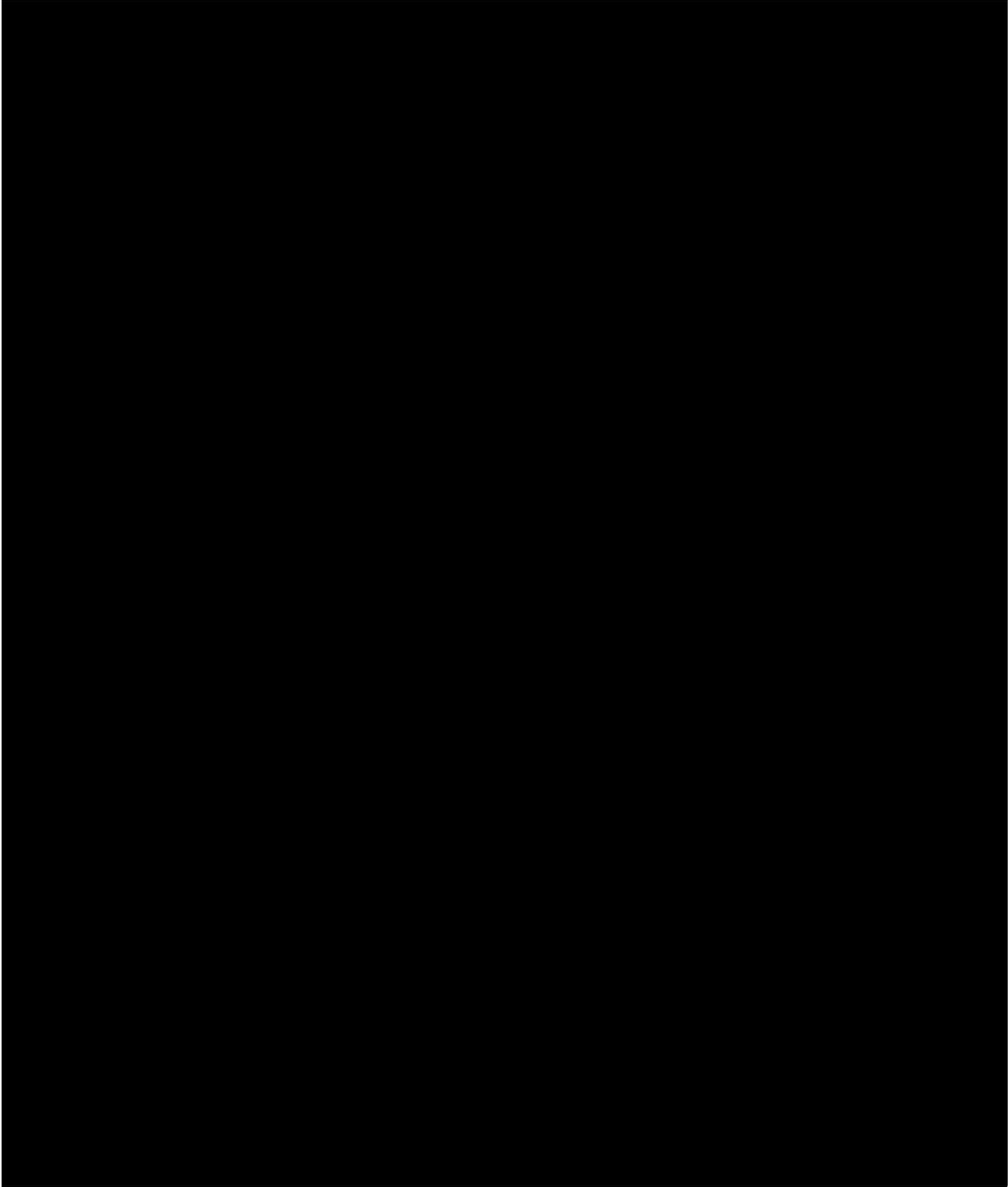
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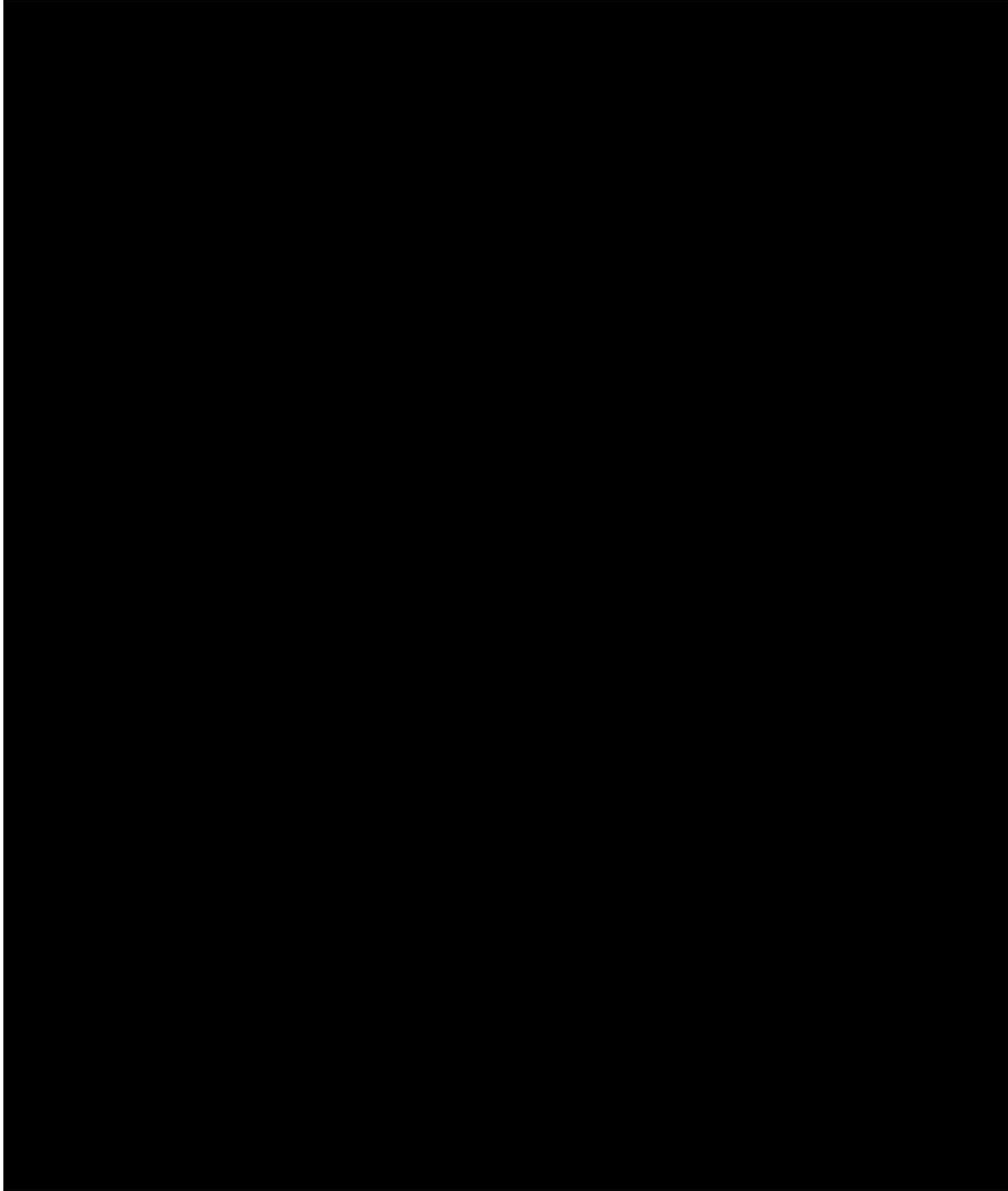
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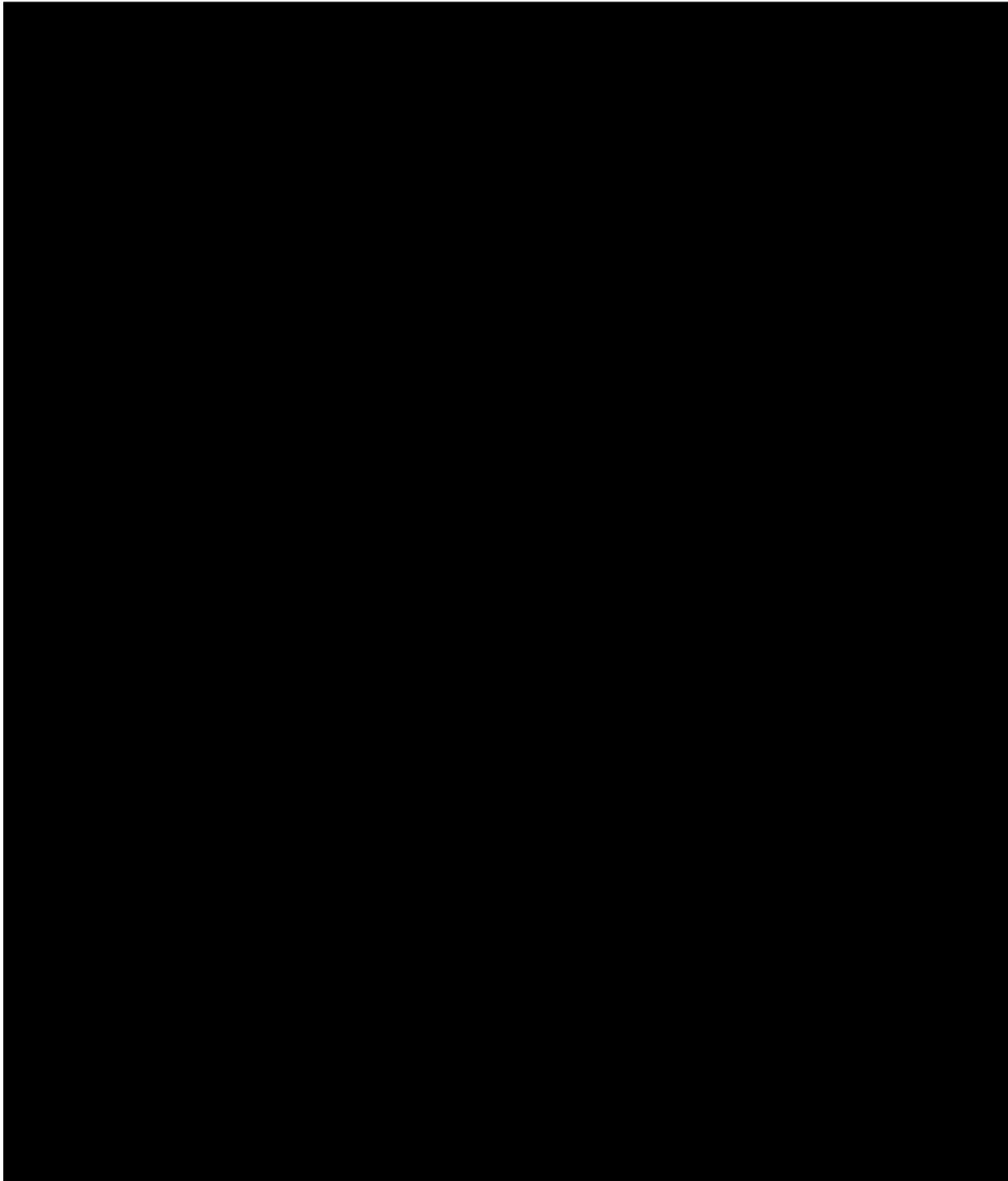
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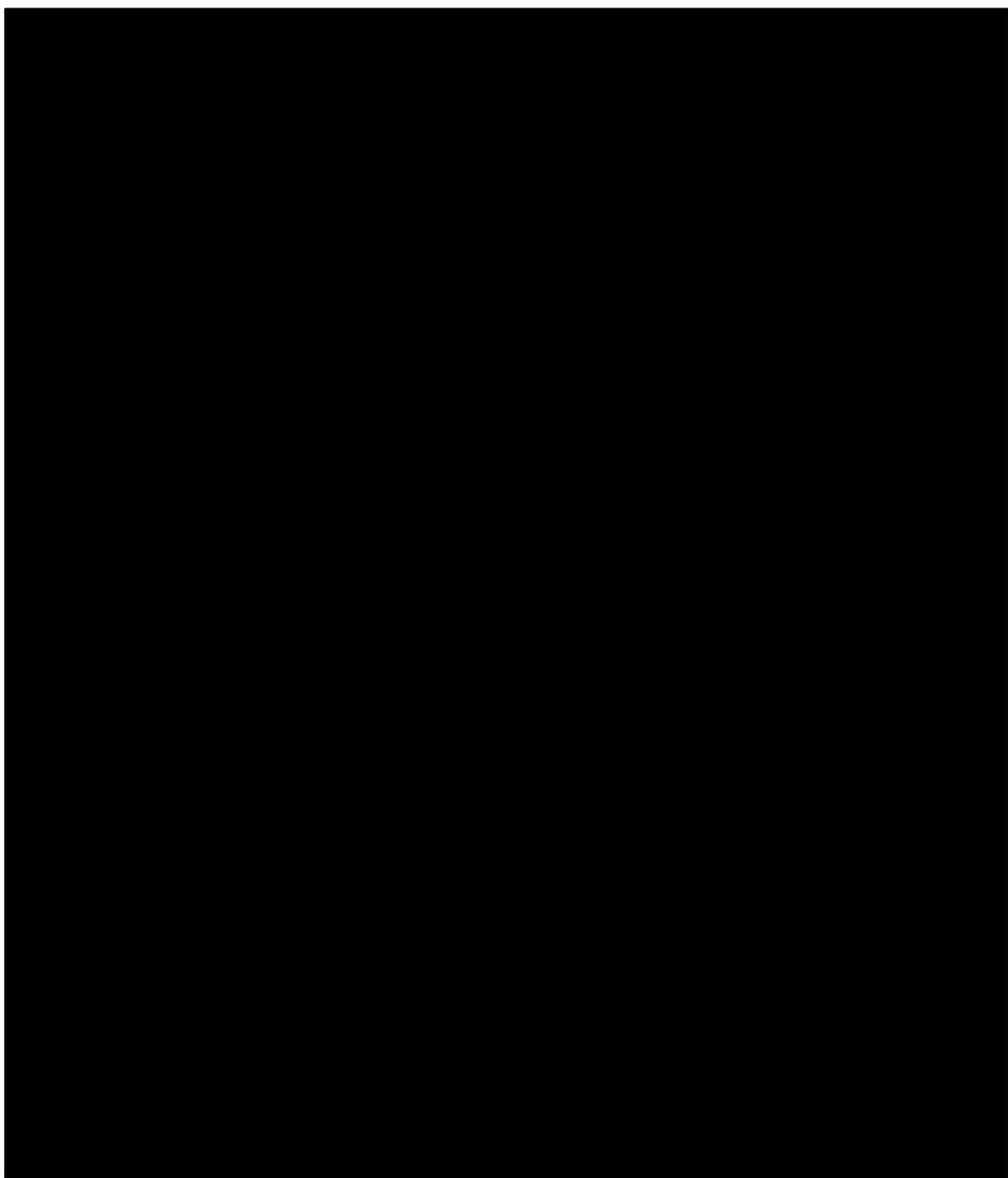
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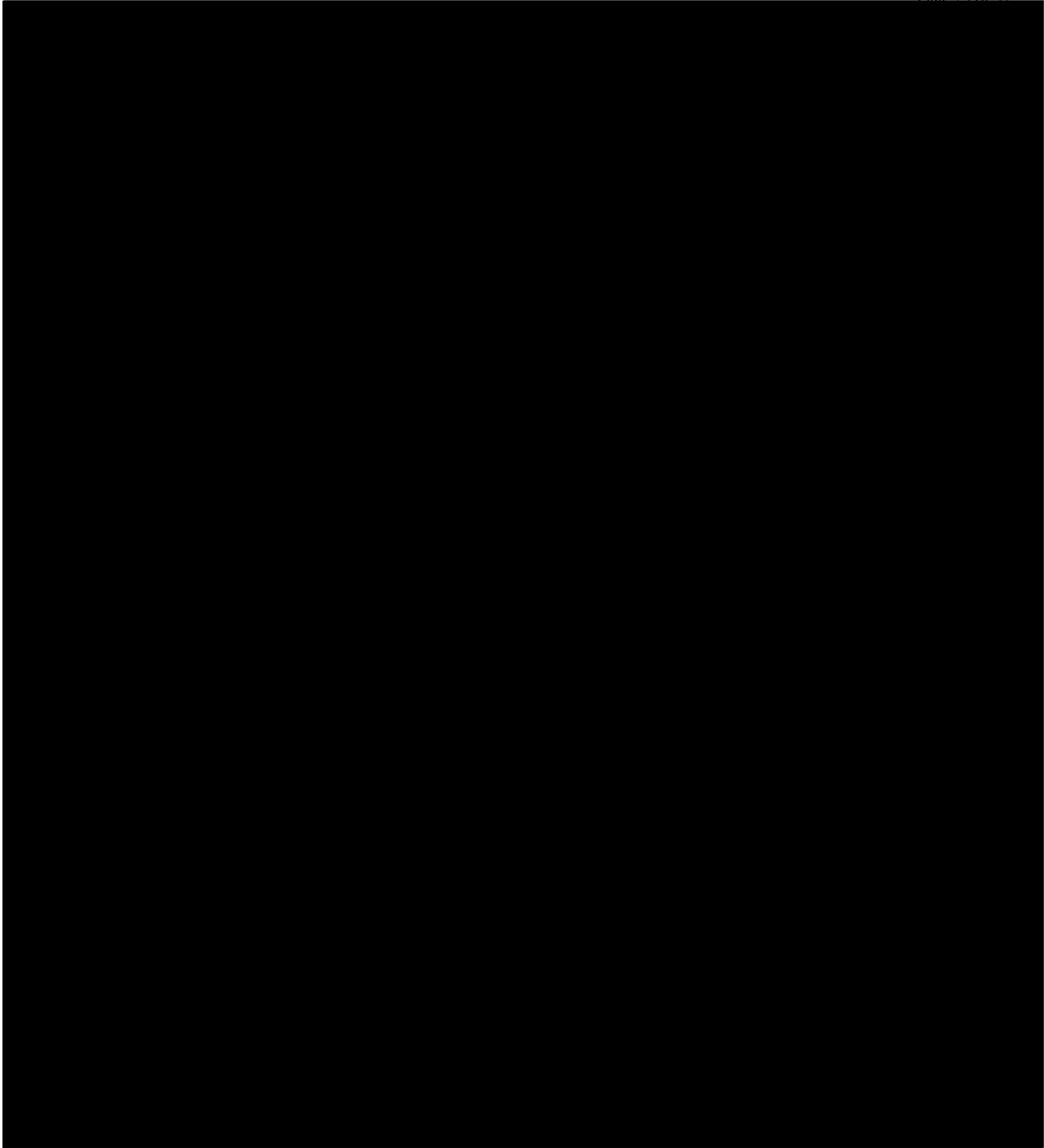
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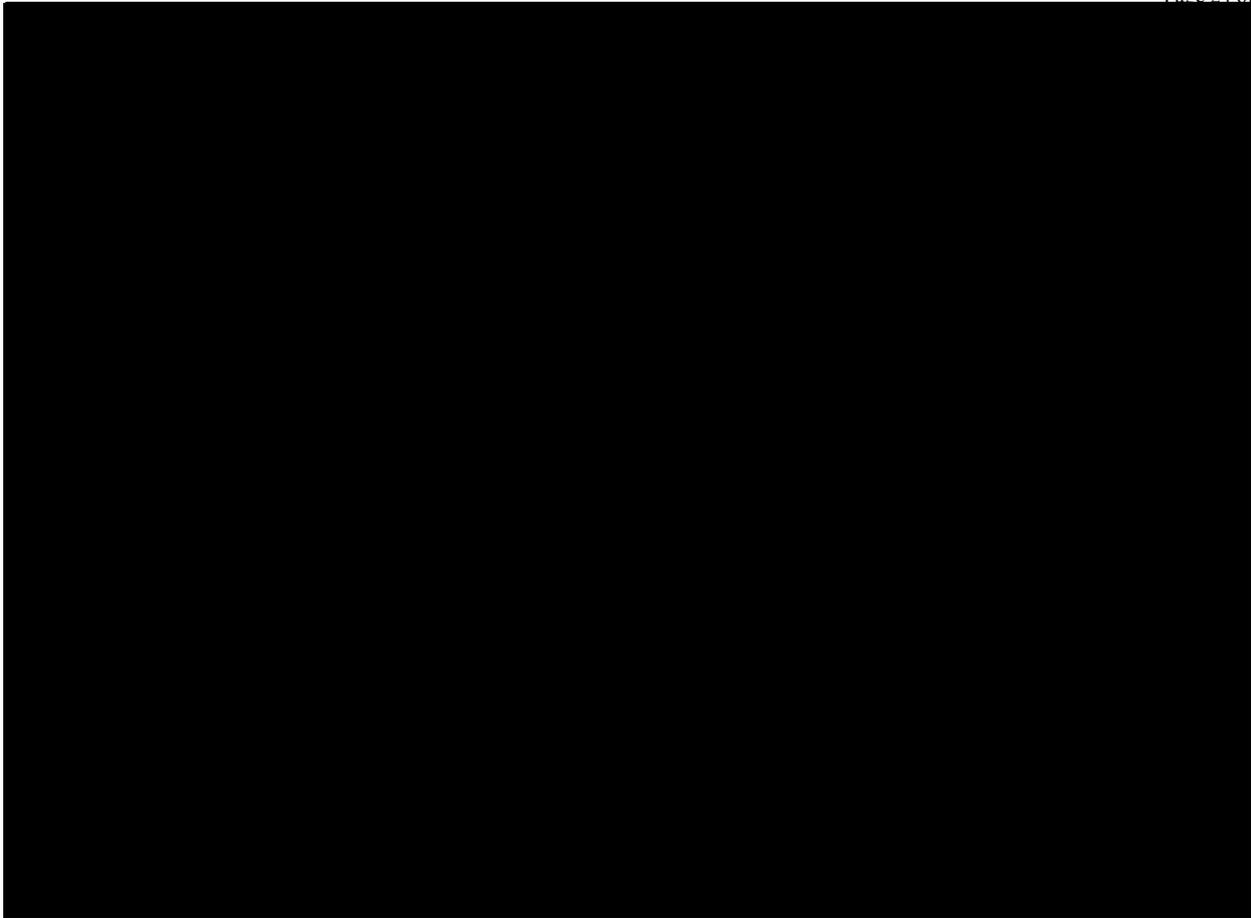
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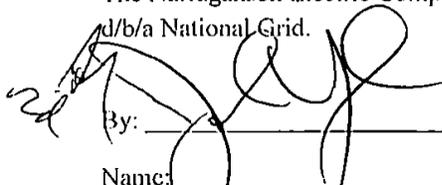


REDACTED



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth above.

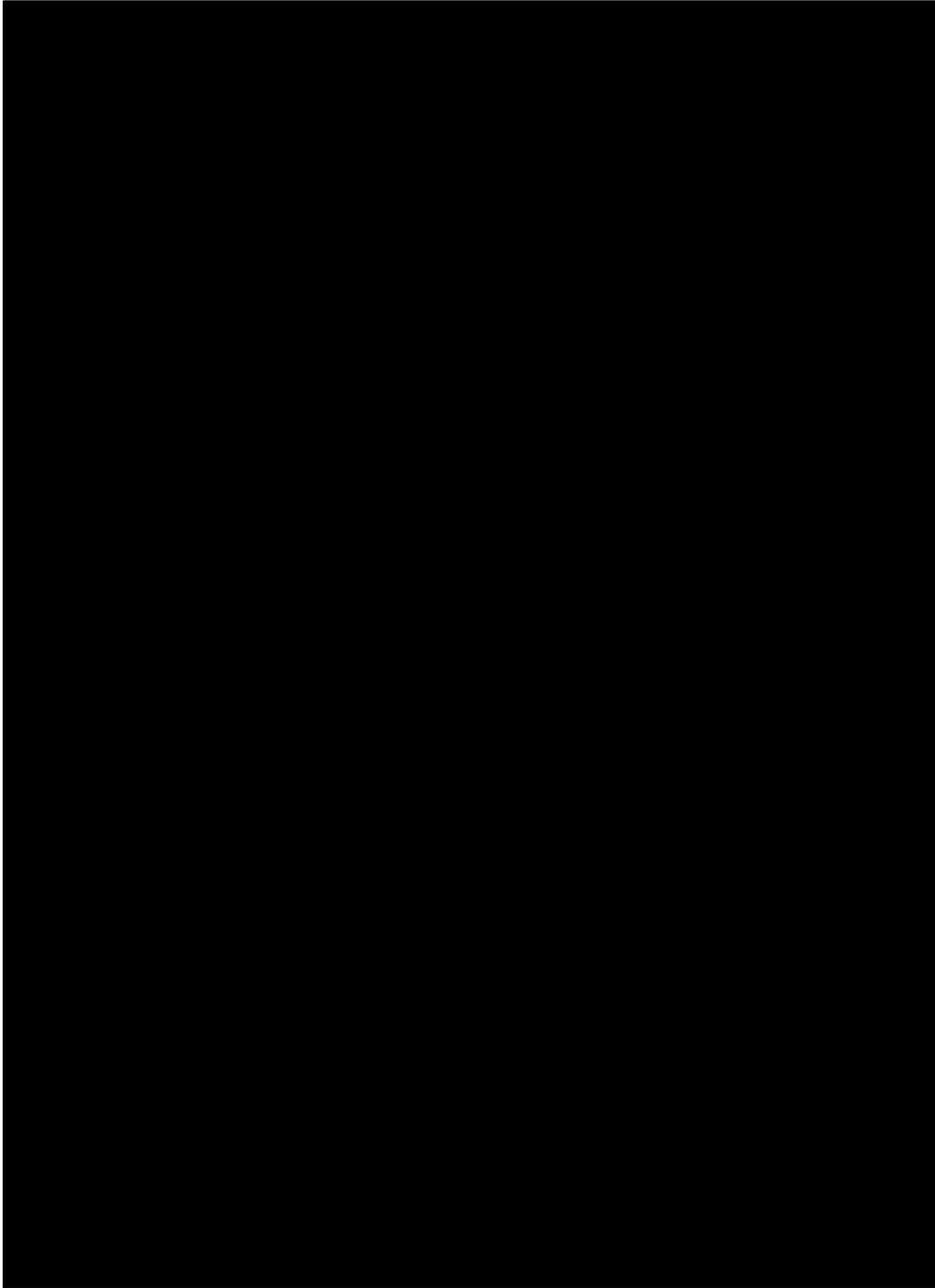
The Narragansett Electric Company
d/b/a National Grid.

By: 
Name: John V. Vaughn
Title: Authorized Signatory

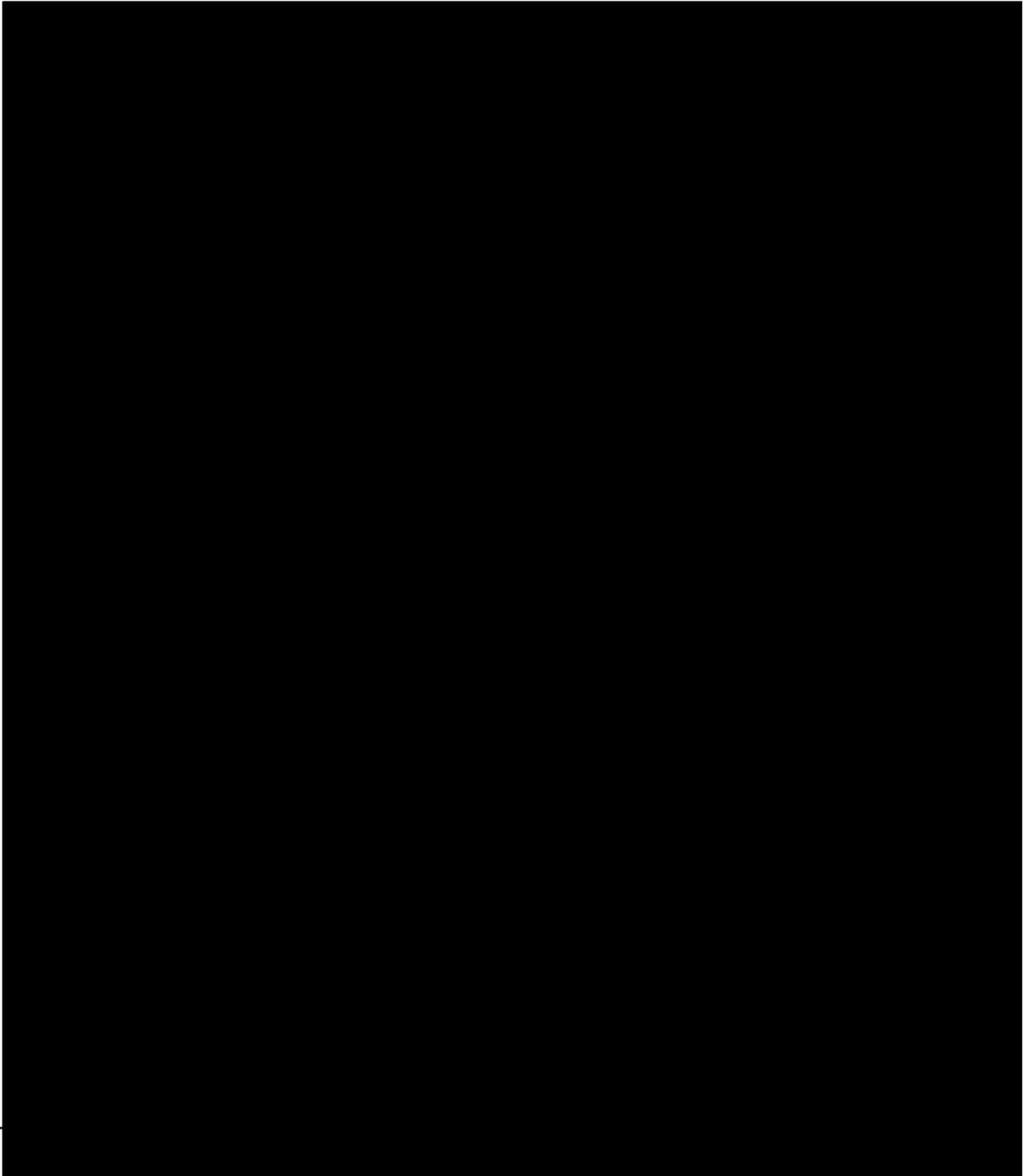
Prometheus Energy Group, Inc. & affiliates

By: 
Name: Jim Aivalis
Title: COO

REDACTED

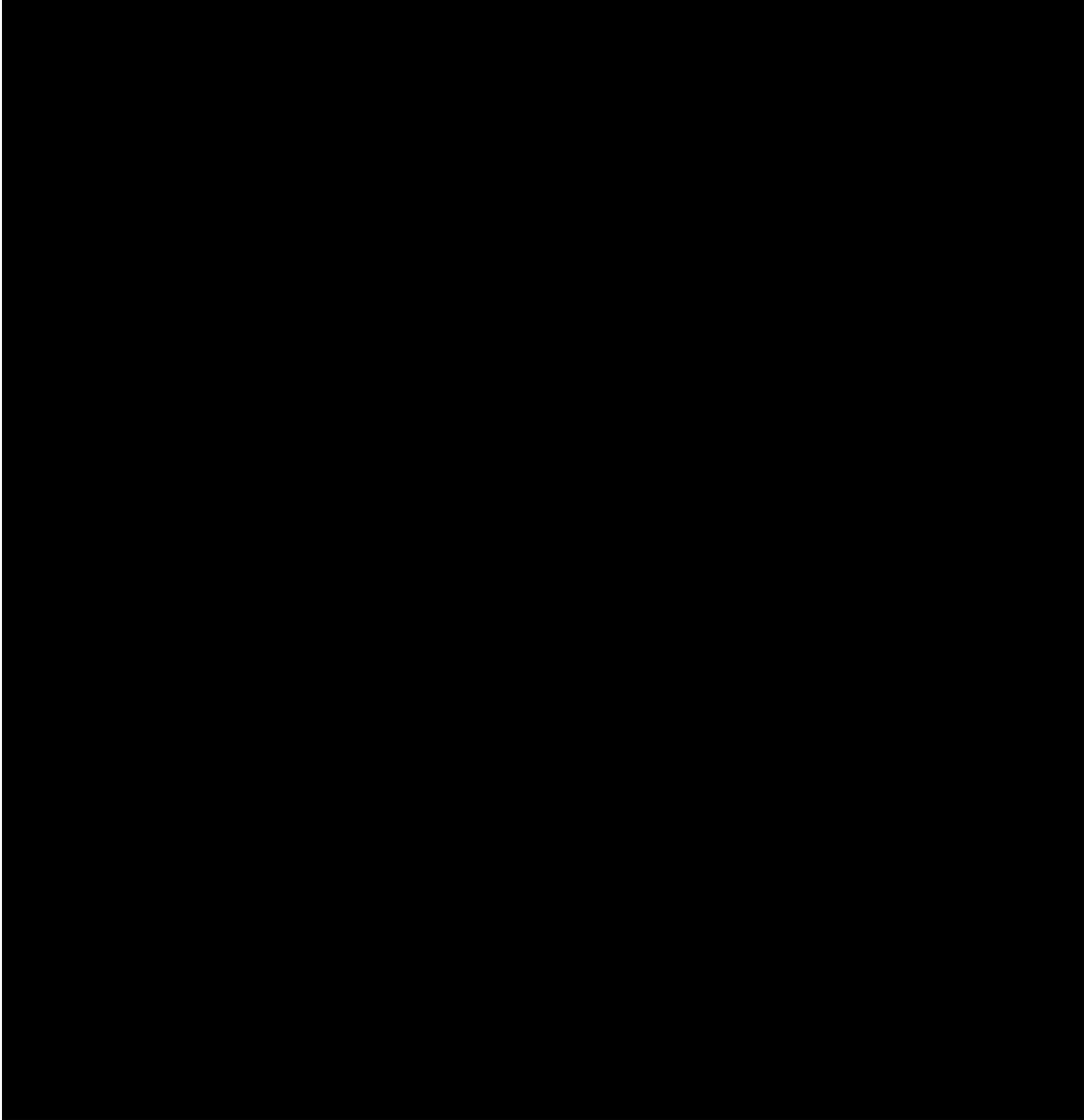


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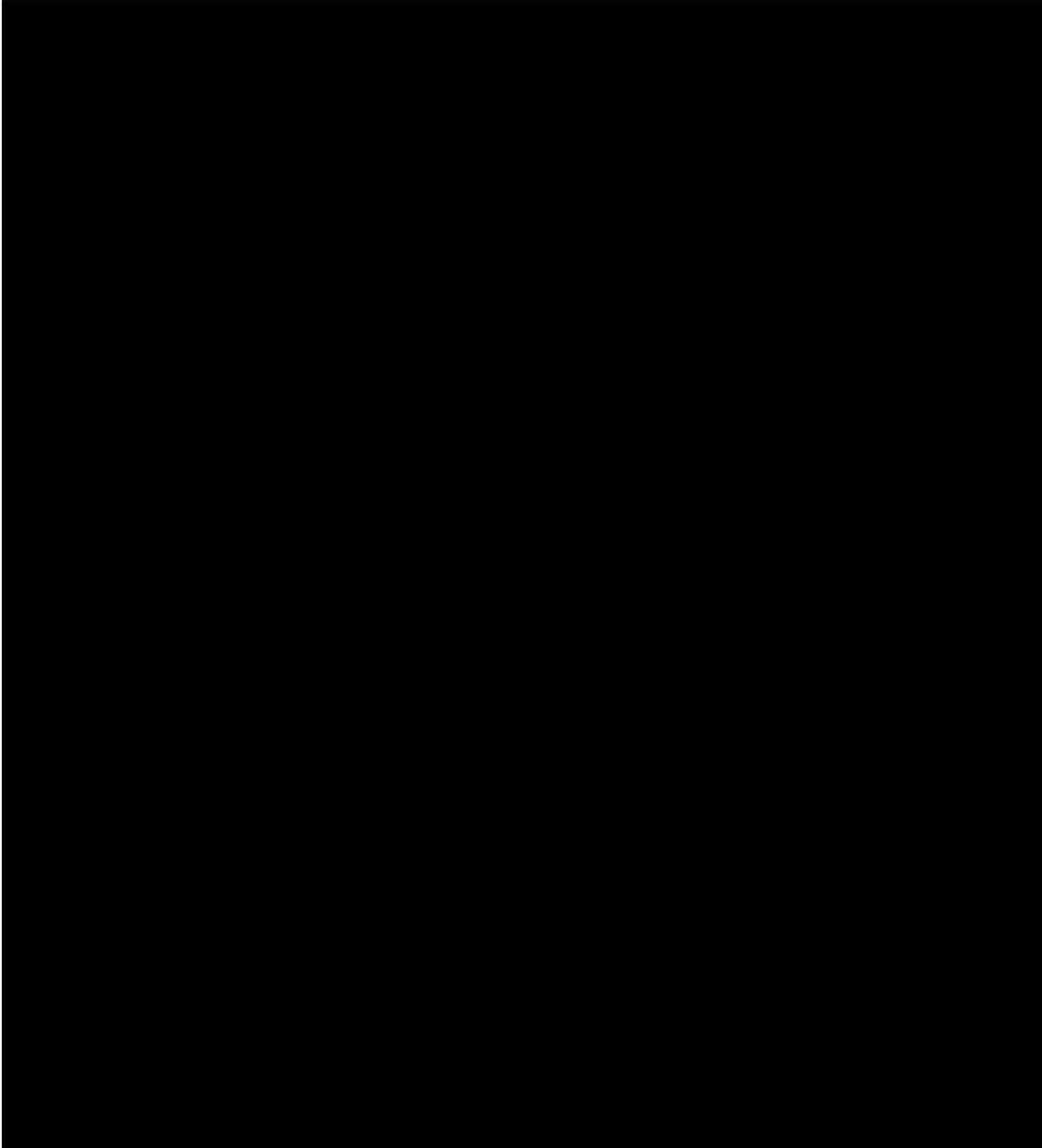
REDACTED

Exhibit B



REDACTED

Exhibit C



REDACTED

Performance Obligation and Contract Quantity: Firm Gas service.

Firm (Variable Quantity): On any day during the months of November through March of the Delivery Period, Buyer shall have the right, but not the obligation, to purchase on a Firm basis a "Maximum Daily Quantity" or "MDQ" of Gas not to exceed 14,100 MMBtu/day and a Maximum Seasonal Quantity or "MSQ" of 507,600 MMBtu during the applicable Winter Season. "Winter Season" shall mean the period from November 1 of one year through and inclusive of March 31 of the following calendar year

Delivery Point(s): For Firm delivery service of Gas to Narragansett Gas and Electric Company delivery points on the Algonquin Gas Transmission, LLC ("Algonquin") at a primary firm point at Meter No. 00012 (Warren) in the maximum amount of 1,000 MMBtu/Day; at a secondary firm in-path point with primary delivery point at Meter No. 00018 (Bourne) in the maximum amount of 13,100 MMBtu/Day.

Special Conditions:

Conditions Precedent:

Buyer and Seller: Buyer and Seller are each party to settlement discussions with Algonquin related to the pipeline's cost of service in FERC Docket No. RP19-57-000. If Algonquin and the parties to the case are unable to reach a settlement agreement in the proceeding, or in any Section 4 rate proceeding that is filed by Algonquin, by May 1, 2020, then either party to this Transaction Confirmation may terminate this Transaction Confirmation without liability for the Second Delivery Period.

Buyer: If Buyer is unable to obtain any input, guidance and/or informal or formal approvals and orders or other authorizations or consents as determined to be acceptable by Buyer, in its commercially reasonable discretion, from the Rhode Island Division of Public Utilities Commission by May 31, 2020, then Buyer shall have the right, to be exercised by written notice no later than June 15, 2020, to terminate this Transaction Confirmation, without liability for any period after the date such notice is tendered, provided however such notice date shall not be before March 31, 2020.

Buyer shall have the right to terminate this Transaction Confirmation effective March 31, 2022, without liability for the Second Delivery Period, if Seller has not entered into a negotiated rate agreement or discounted rate agreement with Algonquin for Pipeline Transportation Charges applicable during the Second Delivery Period that is deemed acceptable by Buyer by May 1, 2020; such termination right to be exercised by written notice to Seller by May 15, 2020 .

Seller: If Seller is unable to obtain a commitment from Exelon's senior management to extend the term of Seller's Algonquin contract No. 511057-R1 at least through October 31, 2024 upon terms satisfactory to Seller in Seller's sole and absolute discretion by May 1, 2020, then Seller shall have the right, to be exercised by written notice no later than May 15, 2020, to terminate this Transaction Confirmation effective March 31, 2022, without liability for the Second Delivery Period.

Scheduling: All Notices and communications given in connection with Nominations pursuant to Section 4 of the Base Contract may be provided by telephone [or instant messaging]. Buyer shall make all Nominations for deliveries of gas occurring on any weekday, weekend day (Saturday, Sunday and Monday), and any Holiday prior to 9:30 a.m. prevailing Eastern Standard Time on the Business Day prior to the Day of Gas flow; for purposes herein, "Holiday" shall mean any day that the Intercontinental Exchange ("ICE") designates as a holiday. [REDACTED]

Dodd-Frank Compliance: The parties agree that for purposes of this Transaction Confirmation and as of the Trade Date each party is a producer, processor, commercial user of, or a merchant handling the commodity that is the subject of the Transaction

REDACTED

Confirmation and is entering into this Transaction Confirmation solely for the purposes related to its business as such. The parties confirm their intention that if any such commodity option transaction be physically settled, such that if exercised, it results in the sale of a commodity for either immediate or deferred delivery.

Document Conflict: In the event of a conflict between the terms and conditions of the (i) Transaction Confirmation, (ii) Special Provisions, and (iii) Base Contract, the terms and conditions of the documents shall govern in the priority listed in this provision.

Capitalized Terms: Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Base Contract, as amended, and as supplemented and modified by the Special provisions.

Seller: Constellation LNG, LLC

By: [Signature]

Title: SUP- Wholesale Trading

Date: 9/26/19

Buyer: The Narragansett Electric Company d/b/a National Grid

By: [Signature]

Title: John V. Vaughn
Authorized Signatory

Date: 10/16/2019

Ed

Amendment ID # 5192
LTO CONTRACT ID # 5062

700009355

THIRD AMENDMENT TO TRANSACTION CONFIRMATION: NSB19-24-42-20

This Third Amendment to Transaction Confirmation NSB19-24-42-20 ("Amendment") is made and entered into this 13th day of August 2020, by and between The Narragansett Electric Company d/d/a National Grid ("Buyer") and Constellation LNG LLC ("Seller"). Buyer and Seller are sometimes collectively referred to herein as the "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, Buyer and Seller are parties to that certain Transaction Confirmation NSB19-24-42-20 dated September 26, 2019, as amended ("Transaction Confirmation"); and

WHEREAS, the Parties desire to further amend the Transaction Confirmation as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, Buyer and Seller agree as follows:

1. Conditions Precedent. The Section titled "Conditions Precedent" is hereby deleted in its entirety and the following inserted in lieu thereof:

Conditions Precedent:

Buyer: Buyer shall have the right to terminate this Transaction Confirmation effective **March 31, 2022**, without liability for the Second Delivery Period, if Seller has not entered into a negotiated rate agreement or discounted rate agreement with Algonquin for Pipeline Transportation Charges applicable during the Second Delivery Period that is deemed acceptable by Buyer by **October 1, 2020**; such termination right to be exercised by written notice to Seller by **October 15, 2020**.

Seller: If Seller is unable to obtain a commitment from Exelon's senior management to extend the term of Seller's Algonquin contract No. 511057-R1 at least through **October 31, 2024** upon terms satisfactory to Seller in Seller's sole and absolute discretion by **October 1, 2020**, then Seller shall have the right, to be exercised by written notice to Buyer no later than **October 15, 2020**, to terminate this Transaction Confirmation effective **March 31, 2022**, without liability for the Second Delivery Period.

2. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement. This Amendment may be executed and delivered by facsimile, electronic communication in portable document format (.pdf), or similar transmission. Any such facsimile or electronic signature shall have the same legal effect as manual signatures.
3. Except as amended herein, the Transaction Confirmation shall continue in full force and effect according to its original terms and conditions.



REDACTED

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment to Transaction Confirmation on the date first set forth above.

**The Narragansett Electric Company d/d/a
National Grid**

Constellation LNG, LLC

By:  _____

Name: John V. Vaughn

Title: Authorized Signatory

By:  _____

Name: Ravi Ganti

Title: Vice President



Amendment IS # 5179
(TO CONTRACT ID # 5062)

SECOND AMENDMENT TO TRANSACTION CONFIRMATION: NSB19-24-42-20

This Second Amendment to Transaction Confirmation NSB19-24-42-20 ("Amendment") is made and entered into this 1st day of July 2020, by and between The Narragansett Electric Company d/d/a National Grid ("Buyer") and Constellation LNG LLC ("Seller"). Buyer and Seller are sometimes collectively referred to herein as the "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, Buyer and Seller are parties to that certain Transaction Confirmation NSB19-24-42-20 dated September 26, 2019, as amended ("Transaction Confirmation"); and

WHEREAS, the Parties desire to further amend the Transaction Confirmation as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, Buyer and Seller agree as follows:

1. Conditions Precedent. The Section titled "Conditions Precedent" is hereby deleted in its entirety and the following inserted in lieu thereof:

Conditions Precedent:

Buyer: Buyer shall have the right to terminate this Transaction Confirmation effective **March 31, 2022**, without liability for the Second Delivery Period, if Seller has not entered into a negotiated rate agreement or discounted rate agreement with Algonquin for Pipeline Transportation Charges applicable during the Second Delivery Period that is deemed acceptable by Buyer by **August 1, 2020**; such termination right to be exercised by written notice to Seller by **August 15, 2020**.

Seller: If Seller is unable to obtain a commitment from Exelon's senior management to extend the term of Seller's Algonquin contract No. 511057-R1 at least through **October 31, 2024** upon terms satisfactory to Seller in Seller's sole and absolute discretion by **August 1, 2020**, then Seller shall have the right, to be exercised by written notice to Buyer no later than **August 15, 2020**, to terminate this Transaction Confirmation effective **March 31, 2022**, without liability for the Second Delivery Period.

2. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement. This Amendment may be executed and delivered by facsimile, electronic communication in portable document format (.pdf), or similar transmission. Any such facsimile or electronic signature shall have the same legal effect as manual signatures.
3. Except as amended herein, the Transaction Confirmation shall continue in full force and effect according to its original terms and conditions.



REDACTED

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment to Transaction Confirmation on the date first set forth above.

**The Narragansett Electric Company d/d/a
National Grid**

Constellation LNG, LLC



By: _____

By: _____

Name: John V. Vaughn

Name: Ravi Ganti

Title: Authorized Signatory

Title: Vice President



Amendment ID # 5139
(TO CONTRACT ID # 5062)

FIRST AMENDMENT TO TRANSACTION CONFIRMATION: NSB19-24-42-20

This First Amendment to Transaction Confirmation NSB19-24-42-20 ("Amendment") is made and entered into this 8th day of May, 2020, by and between The Narragansett Electric Company d/d/a National Grid ("Buyer") and Constellation LNG LLC ("Seller"). Buyer and Seller are sometimes collectively referred to herein as the "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, Buyer and Seller are parties to that certain Transaction Confirmation NSB19-24-42-20 dated September 26, 2019 ("Transaction Confirmation"); and

WHEREAS, the Parties desire to amend the Transaction Confirmation as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, Buyer and Seller agree as follows:

1. Conditions Precedent. The Section titled "Conditions Precedent" is hereby deleted in its entirety and the following inserted in lieu thereof:

Conditions Precedent:

Buyer: Buyer shall have the right to terminate this Transaction Confirmation effective **March 31, 2022**, without liability for the Second Delivery Period, if Seller has not entered into a negotiated rate agreement or discounted rate agreement with Algonquin for Pipeline Transportation Charges applicable during the Second Delivery Period that is deemed acceptable by Buyer by **July 1, 2020**; such termination right to be exercised by written notice to Seller by **July 15, 2020**.

Seller: If Seller is unable to obtain a commitment from Exelon's senior management to extend the term of Seller's Algonquin contract No. 511057-R1 at least through **October 31, 2024** upon terms satisfactory to Seller in Seller's sole and absolute discretion by **July 1, 2020**, then Seller shall have the right, to be exercised by written notice to Buyer no later than **July 15, 2020**, to terminate this Transaction Confirmation effective **March 31, 2022**, without liability for the Second Delivery Period.

2. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement. This Amendment may be executed and delivered by facsimile, electronic communication in portable document format (.pdf), or similar transmission. Any such facsimile or electronic signature shall have the same legal effect as manual signatures.
3. Except as amended herein, the Transaction Confirmation shall continue in full force and effect according to its original terms and conditions.



REDACTED

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment to Transaction Confirmation on the date first set forth above.

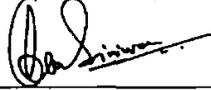
**The Narragansett Electric Company d/d/a
National Grid**

By:  _____

Name: John V. Vaughn

Title: Authorized Signatory

Constellation LNG, LLC

By:  _____

Name: Ravi Ganti

Title: Vice President



Division 3-4

Request:

Reference the Gas Supply Panel Testimony, page 24, line 18 through page 25, line 6.

- a. The testimony indicates that the Company requested a supply arrangement for 25,000 Dth/day which reflected the transportation capacity that is not currently satisfied through a long-term agreement. The Company's Everett capacity is equal to 25,000 Dth/day. Please identify what portion of the Everett capacity is currently met through a long-term agreement;
- b. Please provide a copy of the transaction confirmation/Exhibit A for the gas supply agreement;
- c. Does the Company assign a portion of its Everett capacity to Choice suppliers? If yes, please explain why the Company would request a supply contract for the full 25,000 Dth/day; and
- d. Please explain whether the demand charges associated with the supply agreement will be recovered through the System Pressure Factor ("SPF"). If no, why not since the costs associated with the Everett capacity are included in the SPF?

Response:

- a. There is currently no portion of the Dracut f/k/a Everett capacity that is met through a long-term agreement.
- b. The Company is currently negotiating a transaction confirmation for this supply which has not yet been finalized.
- c. The Company does not assign a portion of its Dracut f/k/a Everett capacity to the customer choice program.
- d. The demand charges associated with the supply agreement will be recovered through the SPF.

Division 3-5

Request:

Reference the Gas Supply Panel Testimony, page 25, lines 8-16.

- a. Please provide a copy of the transaction confirmation/Exhibit A for the gas supply agreement;
- b. Will the Company assign a portion of its Beverly capacity to Choice suppliers? If yes, please explain why the Company would request a supply contract for the full 5,000 Dth/day; and
- c. Please explain whether the demand charges associated with the supply agreement will be recovered through the SPF. If no, why not since the costs associated with the Beverly capacity are included in the SPF?

Response:

- a. At this time, the Company is in the process of negotiating the transaction confirmation for the gas supply agreement referred to at page 25, line 8-16. A copy of the transaction confirmation will be provided once finalized.
- b. The Company will not be assigning its Beverly capacity to Choice suppliers at this time.
- c. The demand charges associated with the Beverly capacity will be recovered through the SPF.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-20-NG
In Re: 2022 Annual Gas Cost Recovery Filing
Responses to the Division's Third Set of Data Requests
Issued on September 6, 2022

Division 3-6

Request:

Reference Attachment GSP-1, pages 11 and 12. Please explain why all of the winter liquid costs reflected on page 11 are not included on page 12. Also provide a copy of the winter liquid contracts.

Response:

The Winter Liquid costs included in the Hourly Peaking Fixed Costs reflect the volume needed to support portable LNG operations at Old Mill Lane and Cumberland.

Please see Attachment Division 3-6 for a copy of the winter liquid contract.

REDACTED



1310 Point Street
8th Floor
Baltimore, MD 21231
410.470.3500 Telephone
www.constellation.com

CONFIRMATION AGREEMENT

This will confirm the agreement reached on **August 15, 2022** between **CONSTELLATION LNG, LLC** ("Seller") and **THE NARRAGANSETT ELECTRIC COMPANY D/B/A RHODE ISLAND ENERGY** ("Buyer") (each individually a "Party" and collectively the "Parties") regarding the sale and purchase of liquified natural gas ("LNG") on the following terms and conditions:

1. **Commercial Terms.** The "Commercial Terms" of this transaction are as set forth below:

Transaction Confirmation:	NSB21-042-25
Seller:	CONSTELLATION LNG, LLC 1310 POINT STREET 8TH FLR BALTIMORE, MD 21231
Buyer:	The Narragansett Electric Company d/b/a Rhode Island Energy 280 Melrose Street Providence, RI 02907 Copy to: 100 East Old Country Road Hicksville, New York 11801 Attn: <u>Contract Administration</u> Email: confirmationseprm@nationalgrid.com Copy to: Jim Stephens Email: JMStephens@pplweb.com
Delivery Period:	December 1, 2022 through and inclusive of March 31, 2023.
Type of Transaction:	Firm (Variable) LNG Service
Performance Obligation and Contract Quantity:	On any Day during the Delivery Period, Buyer shall have the right, but not the obligation, to purchase on a Firm basis up to a "Maximum Daily Quantity" or "MDQ" of LNG not to exceed an MDQ of 26,600 MMBtus (plus any additional quantities required to fill the final LNG Truck to capacity) per Day and a total Contract Quantity of LNG during the Delivery Period not to exceed 194,350 MMBtus (plus any additional quantities required to fill the final LNG Truck to capacity).
Delivery Point(s):	For Firm delivery service of LNG at the truck loading flange of the Distrigas of Massachusetts LLC marine LNG terminal located in Everett, Massachusetts ("LNG Terminal").
Contract Price:	Buyer shall pay to Seller a Contract Price of LNG equal to the following two components: Commodity Rate: For each MMBtu of LNG delivered to Buyer during the Delivery Period, Buyer will pay Seller a rate per MMBtu equal to [REDACTED]

REDACTED

	<p>[REDACTED] and</p> <p>Call Payment: Buyer shall make a non-refundable call payment to Seller in the amount of \$ [REDACTED] per MMBtu, or [REDACTED] U.S. Dollars (\$ [REDACTED]) (hereinafter, "Call Payment"), for Firm delivery of LNG during the Delivery Period as set forth herein. The Call Payment shall be paid to Seller in four (4) equal, consecutive monthly installments of [REDACTED] each, commencing in December 2022 and continuing through and including March 2023 during the Delivery Period.</p> <p>(The Commodity Rate and the Call Payment components (each, as stated on a per MMBtu basis) are hereinafter collectively referred to as the "Contract Price" (per MMBtu)).</p> <p>[REDACTED]</p>
<p>Special Conditions:</p>	<ol style="list-style-type: none"> 1. Nominations: All nominations for delivery of LNG to LNG Trucks shall be made by Buyer by providing notice to Seller not less than 48 hours prior to the Gas Day on which delivery of the LNG is requested. 2. Dodd-Frank Compliance: Each party represents and warrants that: <ol style="list-style-type: none"> (i) As of the date hereof, Buyer represents that it is: (i) a producer, processor, commercial user of, or a merchant handling, the commodity that is the subject of this option, or the products or byproducts thereof; and (ii) entering into this option solely for purposes related to its business as such. (ii) As of the date hereof, Seller represents that it is an Eligible Contract Participant (as that term is defined in section 1a(18) of the Commodity Exchange Act, as amended, and Commodity Futures Trading Commission Regulation 1.3(m)), or (i) a producer, processor, commercial user of, or a merchant handling, the commodity that is the subject of this option, or the products or byproducts thereof; and (ii) offering or entering into this option solely for purposes related to its business as such. (iii) As of the date hereof, each party represents to the other that this option, if exercised, contains a binding obligation that results in the sale of a non-financial commodity for immediate or deferred shipment or delivery. 3. Transportation of LNG: Transportation of LNG from the LNG Terminal shall be scheduled solely by Buyer. All costs associated with such transportation, including any surcharges, shall be the responsibility of Buyer. 4. Document Conflict: In the event of a conflict between the

REDACTED

	<p>terms and conditions of the (i) Transaction Confirmation, (ii) LNG Annex, (iii) Special Provisions, and (iv) Base Contract, the terms and conditions of the documents shall govern in the priority listed in this provision.</p> <p>5. Capitalized Terms: Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Base Contract, as amended by any Special Provisions and the LNG Annex.</p>
--	--

All provisions contained or incorporated by reference in the NAESB-BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS dated as of December 19, 2011 between CONSTELLATION LNG, LLC (as assignee from ENGIE Gas & LNG LLC) and THE NARRAGANSETT ELECTRIC COMPANY D/B/A RHODE ISLAND ENERGY, as amended, will govern this confirmation except as expressly modified herein. Any capitalized terms used herein and not defined shall have the meaning set forth in the Base Contract.

Please confirm that the foregoing correctly sets forth the terms and conditions of our agreement by returning via facsimile to the number 410-468-3540 to the attention of Operations Contract Administration.

We are pleased to have concluded this Transaction with you and look forward to your confirmation of this Transaction.

Regards,

CONSTELLATION LNG, LLC



By: Ravi Ganti
Title: Vice President



ACKNOWLEDGED AND AGREED:

THE NARRAGANSETT ELECTRIC COMPANY D/B/A RHODE ISLAND ENERGY



By: Taso Heringer
Title: Vice President and Treasurer

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-20-NG
In Re: 2022 Annual Gas Cost Recovery Filing
Responses to the Division's Third Set of Data Requests
Issued on September 6, 2022

Division 3-7

REDACTED

Request:

Please identify the monthly fees the Company will receive under the AMAs identified in the following attachments:

- a. GSP-4;
- b. GSP-5;
- c. GSP-6; and
- d. GSP-7

Response:

Below is a schedule of the monthly AMA fees the Company expects to receive for the period of November 1, 2022 through October 31, 2023 based on awards made in principal. The Company is in the process of finalizing negotiations for these Asset Management Agreements, for this period.

Attachment	Monthly AMA Fee
GSP-4	[REDACTED]
GSP-5	[REDACTED] (based on Choice assignments)
GSP-6	[REDACTED]
GSP-7	[REDACTED]

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-20-NG
In Re: 2022 Annual Gas Cost Recovery Filing
Responses to the Division's Third Set of Data Requests
Issued on September 6, 2022

Division 3-8

Request:

Reference Attachment GSP-6. Please explain why the capacity made available to the Asset Manager is not adjusted to reflect Choice supplier assignments.

Response:

The Company does not release capacity on Colombia Transmission, L.L.C. contract #31523 to the customer choice program; therefore, no adjustment is needed on this Asset Management Arrangement.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-20-NG
In Re: 2022 Annual Gas Cost Recovery Filing
Responses to the Division's Third Set of Data Requests
Issued on September 6, 2022

Division 3-9

Request:

Reference Attachment GSP-7. Please explain why the capacity made available to the Asset Manager is not adjusted to reflect Choice supplier assignments.

Response:

The 5,000 dth/day portion of Millennium Pipeline contract #210165 is not released to the customer choice program; therefore, no adjustment is needed on this Asset Management Arrangement.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-20-NG
In Re: 2022 Annual Gas Cost Recovery Filing
Responses to the Division's Third Set of Data Requests
Issued on September 6, 2022

Division 3-10

Request:

Reference Attachment GSP-8. Please explain why the capacity made available to the Asset Manager is not adjusted to reflect Choice supplier assignments.

Response:

The Company does not release its capacity on Tennessee Gas Pipeline Company contract #349449 to the customer choice program; therefore, no adjustment is needed on this Asset Management Arrangement.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-20-NG
In Re: 2022 Annual Gas Cost Recovery Filing
Responses to the Division's Third Set of Data Requests
Issued on September 6, 2022

Division 3-11

Request:

Reference Exhibit 16, page 1 of the Gas Long-Range Resource and Requirements Plan in Docket No. 22-06-NG. Please revise the Exhibit to show the maximum capacity of each resource for each year.

Response:

Please reference Attachment DIV 3-11.

Attachment DIV 3-11
 Rhode Island Energy
 Comparison of Resources and Requirements
 Design Year (Sales and Customer Choice)
 (BBtu)

Design Day with Resources											
		2022-2023	MDQ	2023-2024	MDQ	2024-2025	MDQ	2025-2026	MDQ	2026-2027	MDQ
REQUIREMENTS											
Firm Sendout	Valley	64		65		66		66		67	
	Providence	311		316		320		322		325	
	Warren	11		12		12		12		12	
	Westerly	7		7		7		7		7	
Fuel Reimbursement		6		6		6		6		6	
Underground Storage Refill		0		0		0		0		0	
LNG Refill		0		0		0		0		0	
TOTAL		399		405		410		413		416	
RESOURCES vs. MDQ											
TGP	Dawn PNGTS	29	29								
	Dawn Iroquois	1	1								
	Niagara	1	1								
	Zone 4	34	34								
	Dracut	20	20								
	TGP Citygate	0	0								
	Dracut f/k/a Everett	25	25	30	30	0	30	0	30	0	30
	Storage	11	11								
TET/AGT	M2	40	40								
	EGTS South Point	1	1								
	TCO Appalachia	33	33								
	Transco Leidy	1	1								
	AIM (Ramapo)	9	9								
	AIM (Millennium)	9	9								
	M3	26	26	27	27	26	26	26	26	25	25
	AGT Citygate	14	14	14	14	0	0	0	0	0	0
	Beverly	5	5								
	Storage	28	28	27	27	28	28	28	28	29	29
Liquid for Portables and Refill		5.85	27	6	0	0	0	0	0	0	0
LNG From Storage		106	119	107	119	24	119	95	119	1	119
Unserviced	Valley	0		0		12		12		13	
	Providence	0		0		123		55		152	
	Warren	0		0		3		3		3	
	Westerly	0		0		0		0		0	
		0		0		137		70		167	
TOTAL		399		405		410		413		416	

NOTES:

1/ For TGP and TET/AGT Resources, MDQs represent peak day volume available for the associated transportation capacity.

2/ The total volume for M3 and TET/AGT Storage totals 54K/day.

3/ Reference Exhibit 16, page 1 of the Gas Long-Range Resource and Requirements Plan in Docket No. 22-06-NG assumed supply available for Liquid for Portables and Refill beyond Winter 2022/23. Currently, no contract is in place, so MDQ is reflected as '0'.

Division 3-12

Request:

Reference the direct testimony of Peter R. Blazunas, page 8, line 16 through page 9, line 2. Please identify the incremental variable costs by contract and component. Include the applicable quantities, and explain how the Company determined that these costs were associated with meeting design hour reliability.

Response:

Please note that the direct testimony of Peter R. Blazunas states that the incremental variable costs associated with peaking assets needed for design hour reliability were not significant and so were not included for recovery as a part of the Company's filing. See below (*emphasis added and footnotes excluded*):

“Q. Has the Company included any incremental variable costs associated with peaking assets needed for design hour reliability to be allocated to the DAC?”

A. No. In Docket No. 5040, the Division recommended the Company include incremental variable cost associated with peak hour resources in the DAC if those costs are significant, and to report those costs in the next year's DAC and GCR filing, if found to be significant. *The Company has found that the incremental variable costs associated with peaking assets needed for design hour reliability were not significant; therefore, the Company is not including any incremental variable costs in this filing.*”

Also, please see direct testimony of the Gas Supply Panel, page 16 of 28, lines 7-9: “The Company is not proposing to include any variable costs associated with 2021/22 supplies in the 2021/22 DAC reconciliation as no supplies were dispatched to specifically meet peak hour requirements during the 2021/22 winter season.”

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Division 3-13

Request:

Please explain whether the Company issued an RFP to replace Tennessee contracts 330580 and 330581 with citygate delivered supplies or Everett sourced supplies with citygate delivered supplies. If yes, please provide a copy of the RFP(s) issued, a copy of all bids received, and a copy of the Company's analysis of the bids received. If no, explain why RFP(s) were not issued.

Response:

No. Except for those delivered supplies or capacity the Company has secured, the Company is not aware of any parties that hold primary firm transportation capacity into its service territory who would be willing to sell such supply to the Company on a peak day. For reliability purposes, the Company does not consider the use of secondary deliveries as a supplement for primary firm transportation.

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Division 3-14

Request:

Please update the response to Division 1-15 in Docket No. 22-06-NG as applicable.

Response:

The Company has not yet finalized Asset Management Agreements for the period November 2022 through October 2023. The Company is currently in the process of negotiating transactions, including Asset Management Agreements, for this period.

Division 3-15

Request:

Please explain whether the Company will update its proposed GCR rates to reflect the most recent NYMEX prices.

Response:

The Company will monitor NYMEX prices between now and the proposed hearing date in the instant proceeding and will update its proposed GCR rates to reflect the most recent NYMEX prices if the Company determines that the observed change in NYMEX prices relative to those used in its filing would likely result in a material change in the Company's proposed GCR factors.

However, at this point in time, the Company does not plan to update its proposed GCR factors to reflect the most recent NYMEX prices. While the NYMEX prices have increased from August 5, 2022, the Company's hedging activities reduce the impact of the NYMEX price increases such that the observed increase in NYMEX prices would not likely result in a material change in the Company's proposed GCR factors. This is because the Company's hedges account for approximately 78% of its projected Winter (November 2022 to March 2023) gas purchases and approximately 68% of its total projected gas purchases for the year (November 1, 2022, to October 31, 2023)¹.

¹ Actual hedge percentages as of September 6, 2022.

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Division 3-16

Request:

Reference the response to Division 1-13 in Docket No. 22-06-NG. Please identify the extent to which the identified costs will be recovered through GCR rates, and explain why GCR rate recovery is reasonable.

Response:

In reference to the Company's response to Division 1-13 in Docket No. 22-06-NG, the costs associated with the following contracts will be recovered through the GCR, effective November 1, 2022: the UGI and Gaz Metro summer LNG refill agreements, and the NGLNG and Northeast Energy Center liquefaction agreements. GCR recovery is reasonable because these agreements are needed to meet forecasted customer requirements during the 2022/2023 GCR period.

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Division 3-17

Request:

Reference Attachment Division 1-12-2, page 1, in Docket No. 22-06-NG. Please provide a calculation supporting the AGT M3 peak day quantity of 18,099 Dth. That is, for each identified contract, identify total MDQ, the quantity used to deliver upstream supplies, and the AGT M3 quantity.

Response:

The table below provides the total Maximum Daily Quantity and Customer Choice capacity allocation for the identified contracts.

AGT Contract	Total MDQ (Dth)	Customer Choice Capacity Allocation M3 Qty (Dth)
93011E	56,035	9,662
93401S	335	0
90106	19,465	7,113
90107	26,129	1,324
9001	11,063	0
Total		18,099

REDACTED
Division 3-18

Request:

Please explain how the Company selected a gas supplier to fill its FT capacity under Tennessee Contracts 330580 and 330581. If an RFP was issued, please provide a copy of the RFP issued, all responses received, and the Company's analysis of the responses received. If no RFP was issued, please explain why no RFP was issued.

Response:

On July 8, 2022, the Company issued an RFP for gas supplies into its firm transportation capacity on both Tennessee Gas Pipeline in Zone 6 at Everett and into Algonquin Gas Transmission LLC; that RFP was included in the Company's GCR filed on September 1, 2022 as Exhibit GSP-9. In the case of its Tennessee Contracts 330580 and 330581, those agreements currently have combined primary receipt point entitlements of 25,000 dth/day from the Everett terminal owned and operated by Constellation LNG, LLC. Through previous discussions with Tennessee, the Company was aware that Tennessee had sufficient capacity back to Dracut should the Company request a change of receipt point.



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Division 3-19

Request:

Please explain whether the Company utilizes the Intercontinental Exchange ("ICE") to buy gas supplies. If yes, please explain how the pipeline receipt points for gas supplies are selected using ICE.

Response:

Yes, the Company utilizes the Intercontinental Exchange (ICE) to purchase gas supplies at the receipt points (Hubs) that are associated with its pipeline contracts and available on ICE. ICE allows a trader to analyze the bids and offers to determine which Hub location offers the most economical and reliable option to fill the required supply needs at the volumes requested to manage system demands. Price discovery on ICE is also utilized for non-ICE (direct) trading where odd volumes are required.

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Division 3-20

Request:

Reference Attachments Division 1-19 and 1-20. Please explain why the releases under Algonquin Contract 990107 are zero for the months of May – July 2022.

Response:

Contract 90107 is a seasonal contract that has deliverability from November – April. The Company has corrected the release volumes for this contract, as shown in revised Attachments 1-19 and 1-20, which are attached hereto as Attachment Division 3-20-1 and 3-20-2.

Division 3-21

Request:

Reference the response to Division 1-31, and Exhibit 12 of the Gas Long-Range Resource and Requirements Plan in Docket No. 22-06-NG.

- a) The response to Division 1-31 indicates a total design hour capacity requirement of 413,335 Dth (393,652 Dth + 19,683 Dth). Why, per Exhibit 12, will the Company maintain 418,643 Dth of capacity which exceeds design hour requirements by 5,308 Dth?; and
- b) Given the excess capacity identified in subpart (a), why did the Company execute the Beverly AGT FT contract?

Response:

- a) The response to Division 1-31 (a) provides the projected design day planning load, exclusive of design hour planning load, for Winter 2022/23:

Total: 393,652 Dth
FT-1 Capacity Eligible (Pipeline Only): 13,910 Dth
FT-2: 59,454 Dth
Sales Customers: 320,655 Dth

The response to Division 1-31 (b) provides the projected design hour planning load, inclusive of design day planning load, for Winter 2022/23:

Total: 19,683 Dth
FT-1 Capacity Eligible (Pipeline Only): 696 Dth
FT-2: 2,973 Dth
Sales Customers: 16,033 Dth

The values reflected in subpart (b) reflect the projected design hour load of the values reflected in subpart (a), which are both planning load values. In other words, the values in subpart (b) were derived by taking five-percent of the values in subpart (a).

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The projected design hour total load is calculated by taking five-percent of the projected total firm throughput on the design day:

Total Projected Design Day Planning Load:	393,652 Dth
Total Projected Design Day FT-1 Non-Pipeline Load:	7,917 Dth
Total Projected Design Day Capacity Exempt Load:	28,208 Dth
Total Projected Design Day Throughput:	429,777 Dth
Five-Percent of Total Design Day Throughput:	$(429,777 * .05) = 21,489$ Dth

- b) The Beverly Algonquin firm transportation contract became available via an open season on Algonquin due to the turn back of capacity from the original shipper. The capacity provides for firm delivery on Algonquin's long constrained G-system. Existing capacity on the G-system becomes available extremely infrequently. Given the Company's forecasted hourly supply/demand imbalance, and the limited options available to meet the supply gap, the Company is pursuing a contract for this capacity. The initial term of this agreement is for a period of one year.

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Division 3-22

Request:

Please provide Attachments Division 1-19 and 1-20 in Excel format. Also identify the monthly FT-1 and FT-2 design day demand upon which the assignments were based.

Response:

Please see the Company's response to Division 3-20 for revised Attachments Division 1-19 and 1-20 in Excel format, which include the monthly FT-1 and FT-2 design day demand upon which the assignments were based.

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Division 3-23

Request:

Reference the response to Division 1-22. Please explain why the sum of the pipeline, storage, and peaking quantities for subparts b, c, f, g, h and i exceeds the quantity identified in subpart a.

Response:

The Company corrects the data for the 2022/23 forecasted design day and replaces the table in its response to Division 1-22 with the table below (corrections highlighted in yellow).

	<u>Nov 2021 - Oct 2022</u>	<u>Nov 2022 – Oct 2023</u>
a. Total for which the Company performs capacity planning	393,077 Dth	393,652 Dth
b. FT-2 customer demands met by pipeline FT capacity	Pipeline: 24,678 Dth	Pipeline: 24,447 Dth
c. FT-2 customer demands met by pipeline and LNG storage (separately)	Storage: 4,630 Dth Peaking: 16,688 Dth	Storage: 4,711 Dth Peaking: 29,929 Dth
d. FT-1 capacity exempt customer demands met by pipeline FT capacity	28,494 (Note: the Company does not perform capacity planning for the capacity-exempt customers)	28,208 (Note: the Company does not perform capacity planning for the capacity-exempt customers)

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e. FT-1 capacity exempt customer demands met by pipeline and LNG storage (separately)	The Company is unaware of the supplies delivered to FT-1 capacity-exempt customers. Their total forecasted sendout is presented in (d) above.	The Company is unaware of the supplies delivered to FT-1 capacity-exempt customers. Their total forecasted sendout is presented in (d) above.
f. FT-1 capacity assigned customer demands met by pipeline FT capacity	Pipeline: 14,674 Dth	Pipeline: 13,910
g. FT-1 capacity assigned customer demands met by pipeline and LNG storage (separately)	Storage and peaking: 5,368 Dth (based on the Company's forecast of their total peak less (f))	Storage and peaking: 7,917 Dth (based on the Company's forecast of their total peak less (f))
h. Sales customer demands met by pipeline FT capacity and	Pipeline: 174,534 Dth	Pipeline: 177,787 Dth
i. Sales customer demands meet by pipeline and LNG storage (separately).	Storage: 43,990 Dth Peaking: 115,506 Dth	Storage: 29,261 Dth Peaking: 113,607